

School District of Palm Beach County FL



Solicitation No. 10C-010D

Request for Proposal Wireless Communication Hardware and Service

RESPONSES ARE DUE PRIOR TO:

Dec 11, 2009 2:00:00 PM EST

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeach.k12.fl.us/Bids/purch/info/equity_coordinators.pdf

Bid 10C-010D

Request for Proposal Wireless Communication Hardware and Service

Bid Number	10C-010D
Bid Title	Request for Proposal Wireless Communication Hardware and Service
Bid Start Date	Nov 13, 2009 3:50:10 PM EST
Bid End Date	Dec 11, 2009 2:00:00 PM EST
Question & Answer End Date	Nov 30, 2009 5:00:00 PM EST
Bid Contact	Dick Hardman 561-434-8209 hardman@palmbeach.k12.fl.us
Contract Duration	3 years
Contract Renewal	See Specifications
Prices Good for	See Term of Contract
Pre-Bid Conference	Nov 18, 2009 9:00:00 AM EST Attendance is optional Location: SITE INSPECTION - NON-MANDATORY: A site inspection of a few school sites has been scheduled for Wednesday November 18, 2009 at 9:00. See Special Condition 10.3. 3.2 This inspection is to demonstrate school site in-building cellular signal coverage issues related to building structures and observance of wiring configurations. 3.3 Be prepared to submit all questions that arise during the walkthrough in writing by the end of the walkthrough or on BidSync after the walkthrough has been completed. All questions and answers will be posted on BidSync. DATE: November 18, 2009 TIME: 9:00AM PLACE: We will meet at Pahokee Mid/Sr. High School, 900 Larrimore Rd., Pahokee, FL 33476. Then on to Timber Trace Elementary School, 5200 117th Ct. N., Palm Beach Gardens, FL 33418 and L. C. Swain Middle School, 5332 Lake Worth Rd., Greenacres, FL 33463.
Standard Disclaimer	All responses must be submitted electronically on www.Bidsync.com by registering with Bidsync
Bid Comments	THIS IS A NO FEE REQUEST FOR PROPOSAL. ****PREPARATION AND SUBMISSION In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified. Please upload your proposal in one Document. Do not embed documents or links within your response. Add any attachments to the end of the document. The upload process to BidSync converts your document into PDF format rendering all embedded links useless. It is required that your information be uploaded to BidSync. Please contact BidSync at 800-990-9339 ext. 1 if you require assistance with document upload. ***** Added on Nov 24, 2009: ADDENDUM 1: This addendum modifies this RFP as follows: Now Reads: 4.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s). November 18, 2009 Site Inspection 9:00 AM

November 30, 2009 Deadline for submission of question on BidSync at 5:00 PM.
 December 11, 2009 Proposals due no later than 2:00 PM EST.
 December 16 & 18, 2009 *Evaluation Committee Meeting
 December 17, 2009 *Oral Presentation
 December 21, 2009 Posting of Recommendation.

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Added on Nov 24, 2009:

ADDENDUM 2:

This addendum modifies this RFP as follows:

Please supply current sample representative devices which are discussed within your proposal. These samples will be used during the evaluation meetings to show the committee members the types of products that the proposer(s) will be able to supply. Please include a Blackberry device, touch screen smartphone device and a hardened/ruggedized push to talk or call restricted device. Please include a charger so that the devices can be fully charged prior to the meetings. The devices will be returned after the RFP has been awarded.

The devices are required to be delivered to the address below prior to the bid opening on December 11, 2009 at 2:00 pm EST.

School District of Palm Beach County
 Suite 323, Attention Dick Hardman
 3300 Forest Hill Boulevard
 West Palm Beach, FL 33406

Added on Dec 2, 2009:

ADDENDUM 3:

This addendum modifies this RFP as follows:

Now Reads:

12.13 Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority or women business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points

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Now Reads:

34.3 Inquiries regarding listings of District and State Certified Minority and Woman Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority or woman sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – See Attachment. This form must be submitted with all requests for payment.

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34.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the District. The District does not recognize any other certifications. If you have graduated from the certification of the District, it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida.

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Changes made on Nov 17, 2009 3:28:08 PM EST

New Documents 10C-010D Building Plan Confidentiality Agreement.pdf

Changes made on Nov 24, 2009 11:01:48 AM EST

New Documents 10C-010D Addendum 1.pdf

Changes made on Nov 24, 2009 2:30:08 PM EST

New Documents 10C-010D Addendum 2.pdf

Changes made on Dec 2, 2009 2:54:58 PM EST

New Documents 10C-010D Addendum 3.pdf

Item Response Form

Item 10C-010D-1-01 - Upload Proposal Here

Quantity 1 each

Prices are not requested for this item.

Delivery Location School District of Palm Beach County FI
No Location Specified

Qty 1

Description

Upload your proposal using the Attachment option (Upload Attachment)

Please call BidSync support 1.800.990.9339 ext 1.

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Blvd, Suite A-323
West Palm Beach, FL 33406-5813**

**REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM**

This proposal must be submitted to BidSync for the School District of Palm Beach County, Purchasing Department, no later than the time stated on the RFP. Proposals are due and will be opened at this time.

<u>Anti-Collusion Statement / Public Domain</u>
I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.
I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am electronically submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

RESPONDER(S) (firm name):

STREET ADDRESS:

CITY & STATE:

ELECTRONIC SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: DATE:

CONTACT PERSON:

CONTACT PERSON'S ADDRESS:

TELEPHONE: FAX: TOLL FREE:

E-MAIL ADDRESS: INTERNET URL:

RESPONDER(S) TAXPAYER IDENTIFICATION NUMBER:

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

Date: November 24, 2009

ADDENDUM NO.: 1

REQUEST FOR PROPOSAL NO.: 10C-010D

TITLE: REQUEST FOR PROPOSAL FOR Wireless COMMUNICATION HARDWARE AND SERVICE

RETURN DATE: December 11, 2009, 2:00 P.M. EST

This addendum modifies the above listed RFP as follows:

Now Reads:

4.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

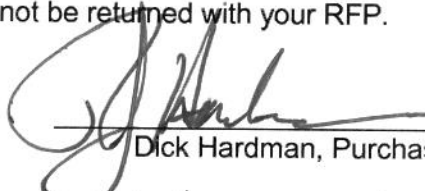
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This addendum is for information only and need not be returned with your RFP.



 Dick Hardman, Purchasing Agent



 Genell McMann, Purchasing Manager

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

Date: November 24, 2009

ADDENDUM NO.: 2

REQUEST FOR PROPOSAL NO.: 10C-010D

TITLE: **REQUEST FOR PROPOSAL FOR WIRELESS COMMUNICATION HARDWARE AND SERVICE**

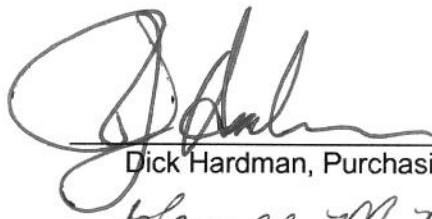
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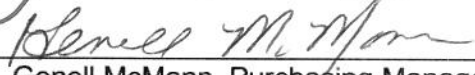
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3300 Forest Hill Boulevard
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Dick Hardman, Purchasing Agent


Genell McMann, Purchasing Manager

SCHOOL DISTRICT OF PALM BEACH COUNTY**PURCHASING DEPARTMENT**

Date: December 2, 2009

ADDENDUM NO.: 3**REQUEST FOR PROPOSAL NO.:** 10C- 010D**TITLE:** **REQUEST FOR PROPOSAL FOR WIRELESS COMMUNICATION HARDWARE AND SERVICES****RETURN DATE:** December 11, 2009, 2:00 P.M. EST

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REQUEST FOR PROPOSAL NO. 10C-010DADDENDUM #3


Page 2

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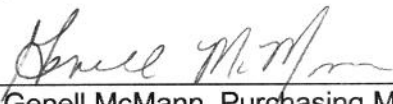
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Dick Hardman, Purchasing Agent



Genell McMann, Purchasing Manager

SCHOOL BOARD OF PALM BEACH COUNTY
REQUEST FOR PROPOSAL FOR WIRELESS COMMUNICATION SERVICE AND HARDWARE
10C- 010D

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for Wireless Communication Service and hardware to The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District).
- 1.2 Proposers must own the national cellular networks upon which their proposed solution will operate and be able to provide local, national, and international coverage. International coverage may be on their own networks or on other carrier networks via a partnership agreement. No reseller proposals will be accepted.
- 1.3 The District's employees currently use over 1600 units for District business use, which includes approximately 675 cellular, 250 push to talk, 600 Blackberry, 140 air cards, and over 200 cellular modem devices. The District's approximate monthly wireless communications usage consists of 375,000 cellular minutes, 130,000 push to talk minutes, 10,000 text messages, and 4,850,000 Kbytes of data. This information is being provided for informational purposes only and is not a guarantee of future or ongoing demand. The District intends to standardize the wireless communications program with the provider(s) that would best meet the needs of the District.
- 1.4 The District is the 11th largest school district in the country, the fifth largest in Florida and serves over 170,000 students. In addition, there are currently over 23,000 employees.
- 1.5 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference, as set forth herein.
- 1.6 Document files may be examined, during normal working hours; ten days after proposals have been opened.

2.0 INSTRUCTIONS TO PROPOSER

- 2.1 E-Rate Requirements: Vendor Requirements / Reasons for Disqualification:
- A. Proposer must be a telecommunications carrier, that is, one who provides Telecommunications on a common carriage basis.
 - B. Proposer must be registered as a telecommunications provider with Schools and Libraries Division (SLD).
 - C. Proposer must provide Service Provider Identification Number (SPIN) with proposal.
 - D. Proposer must provide copy of your firm's latest Service Provider Annual Certification (SPAC) with proposal.
 - E. Proposer must maintain SPAC throughout the term of this contract.
 - F. Proposer must be able to segregate E-Rate eligible vs. non-E-Rate eligible costs and services in the proposal.
- 2.2 E-Rate Invoicing:
- A. Proposers agree to segregate E-Rate eligible and ineligible services on master invoices.
 - B. The District will submit Form 472/BEAR to Universal Service Administration Company (WSAC) as an invoice for reimbursement of discounts on eligible services.

2.3 E-Rate Application Assistance:

Proposer agrees to assist, in a timely fashion, the District with information necessary for completion of the E-Rate Item 21 Attachments, as well as information requested by the Program Integrity Universal Service Administration Company (USAC) as they review the District's E-Rate application.

2.4 General instructions

- A. All proposals must be received no later than 2:00 PM, on December 11, 2009. Proposals must be transmitted electronically to BidSync at www.bidsync.com.
- B. BidSync will not allow Proposals to be submitted after the closing date and time. Hard copy proposals will not be accepted.
- C. All proposals must be signed electronically by an officer or employee having authority to legally bind the Proposer(s).
- D. Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- E. Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Board.
- F. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 120 days, to provide the District with the services specified in the proposal.

3.0 **SITE INSPECTION - NON-MANDATORY:**

- 3.1 A site inspection of a few school sites has been scheduled for Wednesday November 18, 2009 at 9:00. See Special Condition 10.3.
- 3.2 This inspection is to demonstrate school site in-building cellular signal coverage issues related to building structures and observance of wiring configurations.
- 3.3 Be prepared to submit all questions that arise during the walkthrough in writing by the end of the walkthrough or on BidSync after the walkthrough has been completed. All questions and answers will be posted on BidSync.

DATE: November 18, 2009

TIME: 9:00AM

PLACE: We will meet at Pahokee Mid/Sr. High School, 900 Larrimore Rd., Pahokee, FL 33476. Then on to Timber Trace Elementary School, 5200 117th Ct. N., Palm Beach Gardens, FL 33418 and L. C. Swain Middle School, 5332 Lake Worth Rd., Greenacres, FL 33463.

4.0 **TIME SCHEDULE**

- 4.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

November 18, 2009	Site Inspection 9:00 AM
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December 16 & 18, 2009	*Evaluation Committee Meeting
December 17, 2009	*Oral Presentation
December 21, 2009	Posting of Recommendation.

January 2010

*Recommend proposer(s) to The School Board of Palm Beach County for approval. Date will be confirmed and posted on BidSync

* This is an open, public meeting.

4.2 Notification of any changes to the time schedule will be made to proposers through BidSync.

4.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

5.0 **AWARD**

5.1 The Board reserves the right to accept or reject any or all proposals.

5.2 The Board, through its designee(s), reserves the right to waive any minor irregularities and technicalities and may, at its sole discretion, request a clarification of information contained in a response to evaluate any or all proposals.

5.3 The Board, through its designee(s), reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary.

5.4 The Board, through its designee(s), reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.

5.5 The Board, through its designee(s), reserves the right to: accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and reject any and/or all items proposed or award to multiple proposers.

5.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and deeming all proposals responsive, and assigning work to any firm deemed responsive.

5.7 The Board, through its designee(s), reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

6.0 **TERM OF CONTRACT / RENEWAL**

6.1 The term of the contract shall be for three (3) years from the date of award, and may, by mutual agreement between the Board and the contract awarded proposer(s), be renewable for two (2) additional two-year (2) periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the contract awarded proposer(s) prior to the end of the current contract period. If needed, the contract will be extended 120 days beyond the contract expiration date. The contract awarded proposer(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The contract awarded proposer(s) agrees to this condition by signing its proposal.

7.0 RFP INQUIRIES

- 7.1 Any questions concerning the written conditions and specifications outlined in the RFP must be submitted on BidSync no later than 5:00 p.m. EST, on November 30, 2009. All questions must be posed through BidSync. All questions must be received by the time and date specified and will be answered on BidSync. Dick Hardman is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Dick Hardman nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.
- 7.2 If necessary, an addendum will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 7.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 7.5 No verbal or written information which is obtained other than by information in this RFP, or by addendum to this RFP or by negotiated terms will be binding on the Board.

8.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

- 8.1 The Board is requesting this affidavit to include a list of every "person" (as defined in [Section 1.01](#)(3), Florida Statutes, to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. To submit this document, you must print, complete, notarized and re-uploaded it to BidSync. This form is located at the end of this document.

9.0 LOBBYING

- 9.1 Proposers are hereby advised that lobbying is not permitted with any District personnel or Board members related to or involved with this RFP until the administration's recommendation for award has been posted at the Purchasing Department reception center. All oral or written inquiries must be directed through the Purchasing Department.
- 9.2 Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board member or District personnel after advertisement of the RFP and prior to the posted recommendation on the award of the contract.
- 9.3 Any proposer who is adversely affected by the recommended award may file a protest within the time prescribed in section [120.57](#)(3), Florida statutes. Failure to post bond with the Board or to adhere strictly to the requirements of statutes and State Board of Education rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any proposer who is adversely affected by the recommended award may address the Board at a regularly scheduled Board meeting.
- 9.4 Any proposer or any individuals that lobby on behalf of proposer during the time specified will result in rejection / disqualification of said proposal.

10.0 SCOPE OF SERVICES

10.1 Purpose: The Board is seeking a cost effective solution for:

- Wireless voice and data services
- Wireless devices (handsets, air cards, GPS tracking, routers, etc)
- In-building solutions (fixed mobile convergence, WiFi, wireless routers, etc) to provide better signal strength, integrate landline and wireless connections, and reduce costs
- Support services, including E-rate assistance
- Streamlined reporting, ordering and accounts payable processes
- Fixed percentage on services and discount options on goods
- A transition plan for porting of existing cellular phone numbers and replacement of all existing devices (handsets, air cards, etc), whereby the origination of porting and equipment is provided by the awardee at no cost to the District.
- Minimum of one year warranty on devices
- Spare / Hot swap inventory
- Disaster recovery devices and services

10.2 Wireless Communication Services: The Board will require:

A. Wireless Voice Service: The Board is seeking cost effective plans that allows users to share a pool of minutes and/or other cost effective plan. District will determine the best option based on proposers submitted cost sheets. All plans should include the following calling features:

- i. Unlimited mobile to mobile
- ii. Call waiting, call forwarding, three-way calling and caller ID
- iii. Roaming, text messaging, and voice mail.
- iv. Push to talk capabilities or compatible restricted group call access pre-programmed into handsets that cannot be modified, except by carrier contract or District designee whereby end user can only make calls to and receive from phone numbers in device contact list.
- v. Emergency calling (e911),
- vi. National long distance through network systems owned by carrier or relationships with other local or regional cellular service providers that are transparent to District users
- vii. International coverage capabilities that are restricted unless approved by District contract designee for a limited user basis, as needed. If subscriber does not have an international handset at time of travel, awardee will provide a unit for a limited basis with a discounted international service plan.

B. Wireless Data Services: Services should include:

- i. Unlimited data plans
- ii. Options for limited data plans for telemetry or GPS tracking devices
- iii. Enterprise solutions for synchronization of email, calendar, contact and task that will work with Microsoft Exchange and Google Mail. Include options for Blackberry and other smartphone options capable of this solution.
- iv. (optional) Include any solutions for VPN integration and restrictions on data devices such as air cards or wireless router devices.
- v. (optional) Delivery of streaming video content including device to device video conferencing
- vi. National coverage through network systems owned by carrier of relationships with other local or regional cellular service providers that are transparent to District users.
- vii. International coverage capabilities that are restricted unless approved by District contract designee for a limited user basis, as needed. If user does not have an

- international device at time of travel, awardee will provide a unit for a limited basis with a discounted international service plan.
- viii. Include availability of real time monitoring and security roles associated with this function.
 - ix. Third Party Offerings – Include any valuable third party optional solutions designed to improve business efficiency. This could include GPS based weather alerts (lightening, heat index, etc), telemetry services to track devices, vehicles and students entering and leaving buses, ability to observe IP based video cameras, remotely control sprinklers and of course and other educational based services.
 - x. Data solutions that ensure the privacy and safety of District data and subscribers
 - xi. Ability to place data devices inside the District's firewall / DMZ

10.3 In-Building Solutions / Fixed Mobile Convergence: As part of this proposal, the Board is seeking solution(s) to provide end users with improved coverage overall and specifically within District facilities. The proposers are asked to provide solution(s) to include services and equipment necessary to optimize coverage.

A. Solution for Increasing Coverage within District Facilities

The District has scheduled a Site Inspection for the proposers to visit selected buildings to sample signal strength. The sample facilities that will be visited historically have connectivity issues. This Site Inspection should be used to determine in-building solution options. We understand that each environment could have differences and more in depth testing may be needed by the awardee. The Site Inspection is provided as a means of estimating and to aid in solutions development. Solutions should include technical specifications, timelines and pricing estimates. See Special Condition 3.0.

- B. Wireless / WiFi Integration: The District is also interested in the ability to seamlessly transition calls without disruption between landline, WiFi and carrier networks. Include your solution to seamlessly transfer calls between cellular and wireless connections.
- C. PBX Integration: Discuss your ability to integrate cellular devices with District PBX systems. We currently have an Avaya VOIP solution. The solution must allow for 5 digit dialing on the cellular device and single voice mailbox integration.
- D. Coverage area within Palm Beach County: The address below will take you to a number of maps that shows the locations of District School sites and ancillary facilities. This can be used in conjunction with the proposer's coverage maps to respond to the extent of the proposers coverage within Palm Beach County.
http://cms.palmbeach.k12.fl.us/cms/work_file/gis/GIS_Map_Catalog.html
 Please copy and paste this link into your browser.
- E. Florida Coverage Area: In your proposal address your coverage for Broward and Martin Counties and the Tallahassee area as well as Florida overall.

10.4 Equipment

- A. All equipment should be of the latest technology and not end of life offerings.
- B. Awardee will replace current District equipment with new devices that work on awardees' network at no cost to the District. Due to consistent advancements in technology, the awardee and District will agree to final selection of acceptable device model replacements at contract origination.
- C. Standard Cellular Phone and Hardened/Rugged Devices (capable of push to talk or

restricted calling described in section 10.2.A). Provide options for no cost and low cost devices. Equipment must include the following minimum options:

- User Manual
- Wall and Car chargers
- Belt clip or case
- Earbud / hands-free accessory
- Phonebook / Contact list
- SMS receipt and transmittal
- Quad-band
- Speakerphone
- Emergency Services - 911 quick dial
- Adjustable volume and ring tone options
- Vibration alert
- Keypad lock
- TTY capability for the hearing impaired
- Backlit display for low light conditions
- Speed dial feature
- These no-cost standard devices must be replaced after warranty period at no cost to the District upon request.

D. Smartphone (include all operating systems): Awardee will include new model Blackberry and other Smartphone options with the features included in section 10.2.A above, in addition to the following minimum options:

- Email, calendar, contact list, and task list that integrates with the enterprise solution
- Data cable
- Data tethering capabilities
- Push to talk Smartphone, if option available with standard offering
- Phone lock (total security option)
- Speed dial feature
- Voice activated dialing
- Full QWERTY keyboard on handset or display
- Bluetooth
- Camera
- GPS

E. Accessories: The Board requires the awardee to provide a full list of optional accessories and percentage discounted pricing for all accessories included in their proposal. These are to include, but not limited to, batteries, clips, cases, chargers, Bluetooth headsets, and memory cards.

F. Air Cards: Awardee must offer mobile data connectivity solutions for laptops. The Board is seeking no cost devices capable of accessing carrier's network at maximum speeds via USB port connection and other viable solutions. The District currently has approximately 140 Air Cards.

G. Wireless Telemetry Modems: The Board requires devices capable of telemetry applications, such as vehicle and bus rider tracking. The awardee will replace existing District modems with compatible awardee network devices at no additional cost, or provide an alternate vehicle tracking solution. The District currently has approximately 200 modems.

- H. Wireless Routers: (optional) The Board requests awardee to offer wireless router solutions, such as MiFi, capable of accessing the carrier's fastest network speeds. Also, include any options for backup WAN connectivity. Describe the solution, network speeds and pricing.
- I. Spare inventory: Awardee must maintain a minimum inventory of all wireless devices on District premises for quick deployment of new activations and replacement of damaged/malfunctioning equipment. Inventory for warranty exchange of malfunctioning equipment shall be provided at no cost. A mutually acceptable program for managing warranty repairs and exchanges shall be established with the awardee. Also include spare batteries and chargers.
- J. Substitution / New Technology: Substituted brands or models may be considered during the contract period for discontinued models. Additionally, the vendor may make new wireless cellular device models available as introduced to the market. The responder shall not deliver any substitute or new technology device item as a replacement to an awarded brand or model without express written consent of the Procurement Department or contract designee. Substitute items should be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and the awardee shall allow a user to change the wireless device without penalty.
- K. New Technology Device Demonstration Units: As new devices are introduced to the awardees network, the District requires the awardee to provide 30 day demonstration units upon request at no cost.
- L. Disaster Recovery: Awardee will provide cellular devices for natural disaster and emergency situations upon request during those situations. Prior to any forewarned issues, devices will be activated and programmed with all cellular numbers provided. The Board will not incur any monthly cost until services are needed just prior to or during natural disaster or emergency situation.

In the event of a Hurricane or declared natural disaster an awarded vendor may be requested to provide a Dedicated Disaster Recovery Team. This special team deployed during disasters and emergencies must be prepared to network technicians and support staff with mobile generators and portable transmission sites to the hardest-hit areas, to reinforce wireless coverage for the District.

The proposal is to include a description of your disaster recovery plan, including redundancy, fail over protection and priority service for executive level District staff. Please detail any events that have occurred which have rendered your network unavailable to some or all of your customers even for a short period in limited areas. Please describe what actions, you have taken to improve network access during emergency events (such as a hurricane).

- M. Equipment Recycling: Identify any environmentally friendly equipment disposal/recycling programs or non-profit agencies your firm can provide for District owned end of life equipment. Describe how information stored on the device would be removed. Provider will assist with the disposal or transfer of old equipment to recycling or non-profit locations. Identify any funds that can be recouped to the District for used equipment.
- N. Order Processing: All phone hardware must be purchased via Purchase Order. Repair of existing District equipment and accessories may be purchased from internal school accounts or via District P-Card (VISA) as well as a Purchase Order.

- i. All Purchase Orders will include the name of the subscriber, school or department and monthly service funding information so that it is placed in the appropriate billing hierarchy.
 - ii. Online Orders - Proposer should include details of any online ordering service they provide to their customers. Awardee will work with the District to establish a procedure for online purchases.
 - iii. Minimum Orders – No minimum orders will be allowed. The order can include as little as one device. Orders are to be filled as received and should not be batched together.
 - iv. The District will not be responsible for any shipping costs associated with order processing.
- O. Equipment Return Policy: The awardee will offer a 30 day return policy whereby equipment ordered that does not meet the functional or performance expectations of the subscriber can be returned to the awardee without penalty or restocking charges.

10.5 Warranty

Awardee agrees that it is fully responsible to ensure that all warranty requirements stated in the RFP are provided. While the awardee may engage a partner or subcontractor to perform any necessary warranty or labor services, this does not alter any awardee responsibilities, without any specific written agreement with the District.

- A. The District requires that all equipment purchased under this contract come with a minimum one year equipment/performance warranty. If the manufacturer offers a warranty greater than one year, such warranty must be extended to the District.
- B. The District does not require warranty coverage for devices for incidents related to user abuse or misuse of the equipment purchased. The District will act in good faith to determine the root cause of damage, but reserves the right to be the final arbiter of questions regarding abuse and misuse.
- C. If the device has been abused or misused, the District will not be required to pay more than the contracted amount for a new device.
- D. If any device fails during the warranty period, the spare inventory may be used and must be replaced within 48 hours with a new device with the same or newer/upgraded model that offers, at a minimum, a parallel feature set and is equally compatible with integration solutions. The awardee will provide access whether by phone or online to port the number from the defective unit to the spare or replacement device.
- E. The District will notify the awardee by phone or online when a device is in need of repair and not be responsible for any shipping costs related to the warranty replacement process, including the return shipment of the defective device. The District will return the defective equipment to the awardee using a Return Merchandise Authorization (RMA) shipment process.
- F. The awardee must honor all warranties extending beyond the expiration or cancellation of this contract as if the contract were still in effect on all replacement hardware and software.
- G. All service work done in response to a request from the District must be fully guaranteed and warranted against defective design, material and/or workmanship for one year.
- H. The warranty coverage shall begin the date of delivery, installation or service performed

throughout the life of the contract.

10.6 Service Level Agreement

The District reserves the right under the terms of this agreement to designate outages and/or service disruptions as being either critical or non-critical. Critical outages shall be serviced within the appropriate time periods regardless of the time of day or day of week. The Information Technology Division or contract designee shall act as the first and second level of technical support and shall have the responsibility of reporting an outage or malfunction to classify the problem as critical or non-critical.

- A. Critical Outages: A critical outage is one that represents an absolute emergency service when urgent attention is required. Awardee must respond to the request for assistance immediately upon notification. Remediation must commence within one hour of the incident being reported, and must be resolved within 12 hours. These requirements do not include those critical outages caused by natural disaster or other declared emergency, but alternative options must be provided. Awardee must provide both a toll free and a local (South Florida) phone contact for use in reporting critical outages.
- B. Non-Critical Outages: A non-critical outage is one in which there is a service disruption or system malfunction that does not require immediate attention. Awardee must respond to notification of non-critical outages immediately, and the timeframe for remediation can be established between the carrier and District staff. Awardees are expected to handle these incidents efficiently and expeditiously.
- C. Escalation Procedures: If the District does not receive technical assistance outline above in handling the outages within the time frames specified, the District will notify the local account manager and any other individuals listed in the company profile section as needed to bring the appropriate resources in to resolve the outage.
- D. Penalties: Failure to respond to the manner described will result in remittance reductions that reflect the lost services at a rate double those charged during normal operation and will be prorated for the time frame where services were disrupted.

10.7 Pricing

- A. Price: The District stipulates that pricing, during the terms of this contract, be equal to or lower than any advertised specials made to the public during the term of this contract. A minimum flat rate percentage discount should be provided for all service options. The cellular service must include full coverage through Martin, Palm Beach and Broward Counties.
 - i. The District will not be responsible for any costs associated with activation, porting numbers or cancellation of voice and data services.
 - ii. Roaming and long distance throughout the 50 United States will be included in all plans at no additional cost to the District.
 - iii. The District will not be responsible for any service costs incurred for lost or stolen equipment reported to the awardee.
 - iv. Mobile to mobile calling within District devices will be included at no additional cost to the District.
 - v. The proposer must include plans inclusive of text messages and other plans with optional unlimited text message rates.
- B. Package Pricing Worksheets: The proposer must complete each pricing worksheet

attached. There are separate worksheets for Voice Only, Push to Talk (call restricted) and Smartphone's. Forms include call features, pricing and specific phone offerings and options. Copy and attach additional forms if necessary.

- C. Equipment Worksheet: The proposer must complete the attached worksheet for all equipment being offered. Copy and attach additional forms if necessary.

10.8 Billing and Payment

- A. District & Department Detail: Billing must be summarized by District and subcategorized by department and then by individual for proper payment.
- B. Call Detail Invoicing: Each number must have all call detail for the specific period of time that includes, incoming/outgoing calls, call duration, push to talk detail (if applicable), long distance, directory assistance, data/email services, text messaging and other services. Also include peak, off-peak, weekend and mobile to mobile information. Awardee will provide methods for identifying incoming phone numbers and ability to provide text and other message content, if needed for eDiscovery.
- C. E-Rate Eligible Services: The District will be applying for E-Rate and will require the vendor to segregate E-Rate eligible line items for all invoices and follow the USAC guidelines on how to bill and/or provide discount for the eligible services. **Vendors who cannot comply with these requirements should not respond to this RFP.**
- D. Equipment Invoices: All invoices for equipment must be billed separately and categorized by school/department and user and be submitted to the Accounts Payable Department. A packing slip must accompany all equipment purchases. The invoice must include:
- i. Unique invoice number
 - ii. Purchase order number
 - iii. Complete description of the items including manufacturer's name, model number, serial number, and associated cellular phone number
 - iv. Itemized price list
 - v. Total dollar amount
- E. Monthly Invoicing: Awardee will provide invoicing in paper, digital and online formats.
- i. Printed Invoices: The District will require a master paper invoice containing a summary of all accounts, names and numbers, plus a separate paper invoice broken down by department with individual call detail on separate pages for each user and billing period. These invoices will be at no cost to the District. All billing will be submitted to the Accounts Payable Department.
 - ii. Digital Invoices: The District requires a digital CD/DVD breakdown per billing period for payment processing that contains data field structures compatible with our Accounts Payable system. The digital media is required to contain all call detail, account information and reporting broken down by department and subscriber. This digital format will be at no cost to the District.
 - iii. Online Billing: The awardee will provide a method for online payment and will work with the District's staff to setup this process via our PeopleSoft ERP system at no cost to the District.
- F. Invoice Submittal: Payment will only be made for correct invoices. Incorrect invoices will

be returned to the vendor for correction prior to processing and additional fees will not be charged to the District. The District will not process statements.

- G. Web Based Call Detail: The awarded vendor will provide multi-level access to online call detail. Levels should be by individual subscriber access to their own online call detail, access for a Principal or Department Head to see their team's detail information and another level for full District account detail views. Please describe.
- H. Online Account Management: The awardee will provide online access to the District designees (Accounts Payable and contract administrator) to view all account information and do name/profile changes, device swaps and other device management.

10.9 Support Services

- A. Service: The District requires a local reseller or certified center for new equipment and repair service in addition to an online service center. Proposer must include the name, location service hours of each service dealer that will provide this service.
- B. Account Representative: The District will require dedicated representative(s) for information, billing and customer service issues. Include a hierarchy of staff names, numbers and email addresses for resolving these issues. Include support hours.
- C. E-rate Specialist: The awardee will provide a dedicated and experienced E-rate specialist to our account to assist with filings, program integrity reviews, audits, and E-rate related questions and reports. The awardee will be required to assist the District with FY11 E-rate 471 Filing in early 2010.
- D. Training: During the initial rollout of new devices, and from time to time as additional devices are purchased, the District will need end user training on the equipment. Indicate what training your company can and will provide.

10.10 Management and Planning Services

- A. Wireless Management: The District requires the capability to review reports and manage accounts and services via a web based solution for the management team. Describe your solution.
- B. Smartphone Management: Identify the ability for the District to manage Smartphone devices, account restrictions, the ability to limit the number of email accounts, and internet access options.
- C. Plan Review: The District will meet with vendor representatives on an interval basis, such as quarterly, to review and or modify the plan to maintain a cost effective solution for the District.
- D. Network Service Review: Describe how your firm would monitor and review the network services provided. Indicate what traffic and usage analysis would be performed, and the frequency, to ensure the best utilization and coverage for our District. Please attach samples of these reports for review. List your process for increasing service to a limited coverage area.
- E. Transition Plan: A successful implementation plan minimizes or eliminates disruption to staff, systems and existing business processes. If the proposer does not currently supply the District with cellular voice and data services, include with your proposal an implementation plan that provides for a seamless transition from the District's current

contract to the proposers service provider, if awarded. Build the plan to include both proposer and District staff participation. Include the following at a minimum:

- i. Identify a project manager from your company to create and implement an approved transition plan.
- ii. Replacement of devices with the importation of existing cellular numbers at no cost to the District.
- iii. Details of District calendar, employee and facility schedules.
- iv. Logistics, material handling, staging and security.
- v. Difficulty of application and user acceptance, delivery of training and support.
- vi. Adaption of information systems, business processes, administrative forms and personal methods including resources and cost to accomplish same.
- vii. Timeline of the transition so that the proposed goods services and systems are fully delivered, functional and in use prior within 60 days of the existing contract.
- viii. Coordination with existing vendors, suppliers, makers and regulatory agencies to secure and complete necessary forms, notifications and releases required by the transition
- ix. The need for the District to continue to purchase off of the existing cellular contract while it remains in force and in ensuing years if it is so extended, if it is in the best interest of the District to do so.
- x. Coordination with the District to select options, codes, preferences and other discretionary elements.
- xi. Strategies to mitigate disruptions caused by problems of delivery, weather and other risk factors relevant to the proposed goods services and systems.
- xii. Coordination with the District to determine the optimum plan to minimize disruption is imperative. The District reserves the right to review and suggest modification on the proposed plan. The District will approve the final transition plan, schedule and may extend the existing contract to maintain service during the transition period.

The detail, depth and practicality of the implementation plan are factors in proposal selection. Define a transition completion date at the end of existing contract, June 30, 2010, and work backwards to accommodate the entire implementation plan. Identify personnel effort, facility modifications, systems adaptation and other internal efforts and costs that cannot be included in the proposed costs but will be incurred by the District during implementation

10.11 Additional Information: The District would like each proposer to address the following:

- A. Satisfaction Survey: Include a recent copy of an external customer satisfaction survey. (i.e. JD Powers, Consumer Report etc.)
- B. Future Technology:
 - i. How is your firm advancing with future technology and how can this benefit the District and our tri-county area?
 - ii. Identify your firm's upgrade policy for new technology and how this will be rolled out to the District.

- C. Special Promotions: How can the District take advantage of your organizations special promotions during the term of this contract
- D. Other Information:
- i. Submit any other pertinent information your firm can provide that may enhance the cellular phone program for the District.
 - ii. The District recognizes that additional services and solutions offered by proposers might not have been requested in this RFP. Please provide a concise narrative description of any of those services that would benefit or provide significant value to the District.

10.12 Employee Option

- A. The District will provide an opportunity for the awarded firm(s) to market their products and services to various schools and departments throughout the District. Include any discounts available to employees.
- B. The vendor is responsible for enrollment and billing for employee's personal use on a separate basis, independent of the District account.
- C. The District will not be responsible for assistance in collection of these accounts.

11.0 EVALUATION COMMITTEE MEETINGS

11.1 As stated in Section 4.1 and Section 14.2 the Evaluation Committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per section 286.011, Florida Statutes, the Evaluation Committee meeting is open to the public. Notification of the Evaluation Committee's decision will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

12.0 PREPARATION AND SUBMISSION

- 12.1 Please note that BidSync will not allow a proposal to be submitted until all attachments have been opened by the proposer (some requiring completion) on www.bidsync.com.
- 12.2 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Please upload your proposal in one Document. Do not embed documents or links within your response. Add any attachments to the end of the document. The upload process to BidSync converts your document into PDF format rendering all embedded links useless. **It is required that your information be uploaded to BidSync. Please contact BidSync at 800-990-9339 ext. 1 if you require assistance with document upload.**
- 12.3 Title Page: Show the date; RFP number; RFP subject; and proposer's name, address, telephone number and email address.
- 12.4 Table of Contents: Include a clear identification of the material by section and by page number.
- 12.5 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.
- 12.6 Request for Proposal: Complete the Required Response Form (download from BidSync) with all required information completed and all signatures as specified.

- 12.7 Experience and Qualifications of the Firm: State the experience your firm has had with implementing a wireless communication services program of similar size to the District. (i.e. number of customers, extent of provided applications, duration of contracts, size by number of users, coverage area, etc.) Provide at least 3 references of similar sized customers. List their name, title, company name, telephone number, email address and brief description of the project.
- 12.8 Qualifications of Staff: Provide the names of individuals, who will be assigned to the contract, if awarded to proposer, and include their resumes and expand on their experience in the area they will be serving. Include a dedicated representative that will be assigned and available for billing, delivery and service issues. Also include an experienced E-rate specialist that will be assigned to our account.
- 12.9 Approach / Methodology: Describe the methods that you will use to meet the objectives outlined in the Scope of Services, Section 10.0. Include a proposed timeline for each step, transition plan and in-building solution. Also include detailed coverage maps for Palm Beach County, Tallahassee and the State of Florida.
- 12.10 Technical Specifications: Technical specifications for cellular services, phones, accessories and other wireless communication equipment and services must be provided as part of the proposal. Also include electronic billing information and a performance matrix for service levels. Ensure that you address your capabilities relative to all requirements listed in Scope of Services.
- 12.11 Cost of Services: Provide all costs associated with new wireless communication service and equipment, as well as the costs to implement, administer and convert existing cellular users. In addition, provide a schedule of any additional services you may offer and their associated fees. **Complete the Voice Only, Push to Talk (call restricted) and Smartphone's and Equipment Package** pricing worksheets. Include as many copies of the worksheets as necessary.
- 12.12 E-Rate Compliance: Proposer MUST be in compliance with the E-Rate program established by the Federal Communications Commission (FCC), you will need to provide a "Service Provider Identification Number" (SPIN) on the Proposal Certification page. If you have questions regarding this program, call the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at www.sl.universalservice.org.
- 12.13 Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority or women business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

12.14 Insurance: Provide proof of contract awarded proposer(s) insurance as required in Section 25.0 of this RFP or submit a letter of contract awarded proposer(s) intention to have the required insurance within ten days of notification by the District.

13.0 ORAL PRESENTATION

13.1 The evaluation of the proposals is based on the written proposals received. Responders who submit proposals in response to this RFP may be selected by the Evaluation Committee to respond to specific question(s) to clarify their proposal. This is only a fact-finding and explanation session to assist the Evaluation Committee in recommending the successful firm and does not include contract award or negotiations. The presentations will be held at The Fulton Holland Educational Services Center, 3300 Forest Hill Boulevard, WPB, FL, if necessary.

14.0 PROPOSAL EVALUATION PROCESS:

14.1 RFPs are received and publicly opened. Only names of responders will be read at this time.

14.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

14.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 15.0, and rank all proposals accordingly.

14.4 The Evaluation Committee reserves the right to interview any personnel who may administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

14.5 The Evaluation Committee or its designees reserve the right to negotiate further terms and conditions, including price with the highest ranked proposer. If a mutually beneficial agreement with the first ranked proposer or all proposers being considered for award cannot be resolved, the Evaluation Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until an agreement is reached with the number of programs required to meet the needs of the District.

14.6 The results of the Evaluation Committee's evaluation and ranking is reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.

14.7 The Purchasing Department will prepare and submit an agenda item to the District's Superintendent of Schools.

14.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).

14.9 The Board will award or reject any or all proposal(s).

15.0 EVALUATION CRITERIA

The Evaluation Committee shall rank all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

MAXIMUM POINTS

A. Experience and Qualifications of the Firm

20

B. <u>Technical Requirements</u>	20
C. <u>Approach / Methodology</u>	15
D. <u>Cost of Services</u>	
E. 1) E-Rate Eligible Costs	25
2) All other Costs	10
F. <u>Minority/Women Business Participation</u>	10
	100
Total	100

16.0 CANCELLATION OF AWARD/TERMINATION

16.1 In the event any of the provisions of the contract are violated by the awarded vendor, the Superintendent or his designee will give written notice to the vendor(s) stating the deficiencies, and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

16.2 The Board, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The District will only be required to pay to the awarded vendor(s) that amount of the contract actually performed to the date of termination.

16.3 The contract awarded responder(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

16.4 Cancellation of contract by contract awarded responder(s) may result in removal from proposer list for a period of three years.

17.0 FUNDING OUT, TERMINATION, CANCELLATION

17.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

17.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.

17.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 16.0, Cancellation of Award / Termination.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination,
- B. That the School Board will not replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period, and
- C. This written notification will thereafter release The School Board of Palm Beach County, Florida of all further obligations in any way related to such services and equipment covered herein.

17.4 This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

18.0 **DEFAULT**

18.1 In the event that the awarded proposer(s) should breach the contract, the Board reserves the right to seek remedies in law and/or in equity.

19.0 **DEBARMENT**

19.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

20.0 **BALANCE OF LINE:**

20.1 Vendors are encouraged to offer a "balance-of-line" firm, fixed discount on all products with the scope of this RFP. Please add this discount to your proposal. Furthermore, vendors may update the balance-of-line offerings as new items become available for which the stated discount will apply. The Purchasing Department reserves the right to accept or reject any individual item(s) or all items offered as balance of line.

21.0 **ANTI-DISCRIMINATION**

21.1 The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

21.2 The Proposer shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

22.0 LEGAL REQUIREMENTS

22.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and Board Policies that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to Board Policies [3.12](#) and [3.13](#), with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter [435](#), Florida Statutes, are precluded from providing services to the District and must be replaced. The proposer's failure to comply may result in the immediate termination of the contract at the sole discretion of the Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.

23.0 FEDERAL AND STATE TAX

23.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

24.0 CONFLICT OF INTEREST

24.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

25.0 INSURANCE REQUIREMENTS

Proof of insurance must be furnished by the awarded proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the Board.

Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the District's Purchasing Department, ATTN: _____, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the District via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Purchasing Department.

The awarded proposers shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH**

COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. BUSINESS AUTOMOBILE LIABILITY: Awarded proposers shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the awarded proposer does not own any vehicles, the District will accept hired and non-owned coverage in the amounts listed above. In addition, the District will require an affidavit signed by the awarded proposer indicating the following:

_____ (Company Name) does not own any vehicles. In the event the company acquires any vehicles throughout the term of the contract, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

26.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Awarded proposers shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

26.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

26.2 violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or

26.3 liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of the contract.

27.0 PUBLIC RECORDS LAW

27.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person in accord with Chapter [119](#), Florida Statutes. The Board may unilaterally cancel the contract for refusal by contract awarded proposer(s) to allow public access to all documents, paper, letters, or other material made or received by the contract awarded proposer in conjunction with the contract to the extent required by Chapter 119, Florida Statutes. The Board may terminate any contract with a responder if the responder refuses to allow public access to documents made or received from the Board unless such documents are exempt from Public Record Disclosure.

28.0 PERMITS AND LICENSES

28.1 The awarded proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Board.

29.0 INTELLECTUAL PROPERTY RIGHTS

29.1 The awarded proposer(s) will indemnify and hold harmless, the Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the Board.

30.0 COST INCURRED IN RESPONDING

30.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

31.0 SUB-CONTRACTS

31.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any subcontractor(s) and the Board.

31.2 The proposer(s) will be fully responsible to the Board for the acts and omissions of the subcontractor(s) and their employees.

31.3 After award of contract, any changes in subcontractor or sub-proposers requires prior Board written approval.

32.0 INDULGENCE

32.1 Indulgence by the Board on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

33.0 JOINT PROPOSAL

33.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising out of the contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

34.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

34.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and subcontractor in contracting opportunities.

34.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). See Attachment.

34.3 Inquiries regarding listings of District and State Certified Minority and Woman Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority or woman sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – See Attachment.. This form must be submitted with all requests for payment.

34.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.

34.5 The Board only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County Office of Diversity in Business Practices. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

34.6 The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors and/or consultants.

34.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the District. The District does not recognize any other certifications. If you have graduated from the certification of the District, it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida.

For District certification go to <http://www.palmbeach.k12.fl.us/MWBE> website and complete the M/WBE certification application.

35.0 **CONTRACTOR RFP REQUIREMENTS**

35.1 As part of its proposal, proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against proposer in a legal or administrative proceeding alleging that proposer discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

36.0 **CONTRACT DISCLOSURE**

36.1 Upon the District's request, and upon the filing of a complaint against proposer pursuant to School Board Policy [6.144](#), proposer agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that proposer has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined School Board Policy [6.143](#), including the total dollar amount paid by proposer for each subcontract or supply contract. Proposer agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Proposer understands and agrees that a violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

37.0 THE JESSICA LUNSFORD ACT

37.1 All contractors who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Vendor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check, and FBI screening including fingerprinting by the School District's Police Department, at the sole cost of Vendor. The report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Vendor shall not begin providing services contemplated by this Agreement until Vendor receives notice of clearance by the School District and is issued School District badges. Compliance requiring all vendors to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the Vendor who has been convicted or who is currently under investigation for a crime delineated in section §435.04 Florida Statutes will be employed in the performance of this contract.

38.0 DISQUALIFYING CRIMES

38.1 The proposer certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, proposer certifies that it has divulged, in its RFP response, information regarding any of these actions or proposed actions with other governmental agencies.

38.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

38.3 The contract awarded proposer(s) or any subcontractors shall not employ any persons with multiple felonies and / or crimes against children. The contract awarded proposer(s) must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the contract awarded proposer(s) to comply as a breach of contract and immediately terminate the services of the contract awarded proposer(s).

39.0 USE OF OTHER CONTRACTS

39.1 The District reserves the right to utilize any other District contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per School Board policy and/or State Board of Education Rule [6A-1.012\(6\)](#) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately solicit any single order or to purchase any item on this RFP if it is in its best interest to do so.

40.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

40.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

40.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

41.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

41.1 Possession of firearms will not be tolerated in or near school buildings, nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 21.1.

41.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

41.3 If any employee of an independent proposer or contractor is found to have brought a firearm in a District building, said employee will be terminated from the Board project by the independent proposer or contractor. If the proposer fails to terminate said employee, the proposers contract with the Board shall be terminated.

41.4 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section [435.04](#), Florida Statutes, will enter onto any school site.

42.0 AGREEMENT

42.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the Board. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

43.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

43.1 This RFP will be posted for review by interested parties, at BidSync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3rd Floor, A-Wing, Suite A-323, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section [120.57](#)(3), Florida Statutes, will constitute a waiver of proceedings under Chapter [120](#), Florida Statutes, and applicable School Board rules, regulations and policies.

44.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 44.1 RFP recommendations and tabulations will be posted electronically with BidSync and at the Fulton Holland Educational Services Center, Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL, on December 21, 2009 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.
- 44.2 Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
- 44.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to Section [120.57\(3\)\(b\)](#), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

SAMPLE CONTRACT

ATTACHMENT E

CONTRACT BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

This contract entered into this _____ day of _____, 200_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and _____, located at _____, (hereinafter referred to as the "Contractor") to provide _____.

SECTION I - Term of Contract

This contract shall be for the period beginning _____, 200_ through _____, 200_. The contract may be renewed for _____ additional one-year periods at the annual anniversary date. The contract will not extend beyond the _____ year.

SECTION II - Services

The Contractor shall provide _____ per specifications in RFP No. and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP, if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP and awarded for _____ for the School Board.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be provided to the Contractor at least 30 days prior to the effective date of termination, and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall

not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of termination of the contract. The School Board shall establish the termination date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this contract are the terms and conditions as described in the Request for Proposal, RFP #, which are incorporated by reference herein and made a part hereof.

SECTION V – Indemnification/ Hold Harmless Agreement

Contractor shall, in addition to any other obligation to indemnify the School Board, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any

statutory bar.

This article will survive the expiration and/or termination of this contract.

SECTION VI - Insurance

Insurance will be required as stated in RFP. The School Board of Palm Beach County, Florida shall be named as an additional insured.

SECTION VII – Cancellation of Award/Termination

In the event any of the provisions of this contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies, and unless the deficiencies are corrected within ten (10) days of such notice, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The School Board, reserves the right to terminate any contract at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

The Contractor will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by Contractor may result in removal from responder list for a period of three years.

SECTION VIII - Funding Out, Termination, Cancellation

Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all contracts in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this contract:

The School Board may, during the contract period, terminate or discontinue the services covered in this contract for lack of appropriated funds upon the same terms and conditions as set forth in Section VII Cancellation of Award / Termination.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this contract from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to such services covered herein”.

This completed statement must be included as part of any notice of termination.

SECTION IX – Jessica Lunsford Act

All contract personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by this Agreement until Contractor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of

claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this contract.

SECTION X - Default

In the event that the Contractor should breach this contract the School Board reserves the right to seek remedies in law and/or in equity.

SECTION XI - Debarment

The School Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

SECTION XII – Federal and State Tax

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the Contractor. Contractors doing business with the School Board will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor will any responder be authorized to use the District's Tax Exemption Number in securing such materials.

SECTION XIII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION XIV - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this contract, venue shall lie in Palm Beach County, Florida.

This contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This contract is binding on the parties hereto, their heirs, successor and/or assigns.

Section XV

Should either party breach this contract, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(TYPE IN CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: _____

BY: _____

William G. Graham, Chairman

WITNESS: _____

Date

WITNESS: _____

Attest: _____

Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: _____

BY: _____

Attorney

10C-010D - RFP PREPARATION CHECKLIST

Vendor Name: _____

The RFP Preparation Checklist is a guide to assist the Proposer in verifying the completeness of their proposal. The RFP Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you complete or include it in your proposal:

- Site Inspection November 18, 2009, Special Condition 3.0
- RFP Required Response Form
- Instructions to Proposer, Special Condition 2.0
- Response to questions within the Scope of Services, Special Condition 10.0
- Preparation and Submission, Special Condition 12.0
- Pricing Worksheets: Voice Only & Cellular and Push to Talk Packages-Four Form, PTT-Call Restricted-Four Forms, Smartphone Package and Equipment Package
- Balance of Line Discount, Special Condition 20.0
- Minority Certification Information (if applicable)
- Form 1525, Letter of Intent – M/WBE Subcontractor Participation (If applicable)
- Form 1526, M/WBE Subcontractor Participation Summary (If applicable)
- Form 0580, Drug-Free Workplace Certification
- Debarment Certification Form

If you need assistance uploading the required additional documentation with your bid, contact BidSync support for assistance at 800-990-9339 ext 1.

Allow sufficient time for completion and submittal of all required documents and uploads. Failure to do so may result in your bid not being accepted. Proposals are due December 4, 2009 at 2:00 EST, BidSync will not allow upload of any information past that time.

RFP NO.: 10C-010D	<u>Voice Only Package Pricing</u>		
Each plan should include Caller ID, Call Forwarding, Call Waiting, and Voicemail			
Note: Pricing should be based on 300 users for price comparison only, not a guarantee of the final contract amount.			
Note: List 'Other Plan' name if there is a more cost effective plan.			
Vendor:		Plan Name:	
Network Used:		Other Plan:	
Peak Time:		SPIN #:	
Service Discount %:		(Required)	
Put your specific plan in the column closest to the minutes shown. Example: If you have a 450 minute plan, it would be listed in the 400 minute column.			
	<u>Plan A (~200 Minutes)</u>	<u>Plan B (~400 Minutes)</u>	<u>Plan C (other)</u>
<u>Monthly Cellular Base Charges</u>			
Monthly Cellular Charge			
# Minutes Included			
Voicemail			
Universal Service Fee			
Other E-Rate Eligible Fees:			
(List other fees for above)			
Total for Monthly Base			
<u>TOTAL Eligible Cost Per Minute</u>			
(Total divided by the number of minutes to account for an 'other' per minute plan if offered)			
<u>Additional Eligible Charges:</u>			
Mobile to Mobile			
Nights and Weekends			
Price Per Minute Overage			
Roaming Charges/Minute			
Outside Network / Minute			
Long Distance / Minute			
Outside Region / Minute			
Text Message / Msg			
Directory Assistance / Call			
<u>Other Non-Eligible Charges</u>			
Activation Fee			
Cancellation Fee			
Phone Insurance / Month			
Repair Charge			
Phone Number Change			
GPS Tracking			
Other (List)			
<u>Features (Yes or No)</u>			
Pooled Minutes			
Free 1 st Minute Incoming			
Free Calls In Network			
Free In-State Calling			
Free National Calling			
International Calling Available			
International Calling			
Minute Rounding Increment Amount			

RFP NO.: 10C-010D	<u>Push to Talk (or Restricted Call) Only</u>		
Each plan should include Caller ID, Call Forwarding, Call Waiting, and Voicemail			
Note: Pricing should be based on 300 users for price comparison only, not a guarantee of the final contract amount.			
Note: Plans B & C are for vendors without PTT Plan, however, these plans must meet guidelines outlined in proposal			
Vendor:		Plan Name:	
Network Used:		SPIN #:	
Peak Time:		(Required)	
Service Discount %:			
	<u>Plan A - Unlimited PTT Only</u>	<u>Plan B - ~ 200 Minute Restricted Calling Only</u>	<u>Plan C - ~ 400 Minute Restricted Calling Only</u>
<u>Monthly Cellular Base Charges</u>			
Monthly Cellular Charge			
# Minutes Included			
Voicemail			
Universal Service Fee			
Other E-Rate Eligible Fees:			
(List other fees for above)			
Total for Monthly Base			
<u>TOTAL Eligible Cost Per Minute</u>			
(Total divided by the number of minutes to account for an 'other' per minute plan if offered)			
<u>Additional Eligible Charges:</u>			
Mobile to Mobile			
Nights and Weekends			
Price Per Minute Overage			
Roaming Charges/Minute			
Outside Network / Minute			
Long Distance / Minute			
Outside Region / Minute			
Text Message / Msg			
Directory Assistance / Call			
<u>Other Non-Eligible Charges</u>			
Activation Fee			
Cancellation Fee			
Phone Insurance / Month			
Repair Charge			
Phone Number Change			
GPS Tracking			
Other (List)			
<u>Features (Yes or No)</u>			
Pooled Minutes			
Free 1 st Minute Incoming			
Free Calls In Network			
Free In-State Calling			
Free National Calling			
International Calling Available			
International Calling			
Minute Rounding Increment Amount			

REQUEST FOR PROPOSAL NO:	10C-010D						
Smartphone Package Pricing							
Each plan should include Caller ID, Call Forwarding, Call Waiting and Voicemail							
Note: Consider 600 subscribers for comparison only, not a guarantee of the final amount.							
Eligible = Erate Eligible Charge							
(Data = <u>Unlimited</u> data for email and data transfer)							
(BB = Unlimited Blackberry Data & Other = suggested plan to reduce costs)							
Vendor				Plan Name			
Network Used				Other Plan			
Peak Time				Spin #			
Service Discount %						(Required)	
	<u>Plan A (~200 voice + Data)</u>		<u>Plan B (~400 voice + Data)</u>		<u>Plan C (Other)</u>		
	<u>BB</u>	<u>Other</u>	<u>BB</u>	<u>Other</u>	<u>BB</u>	<u>Other</u>	
Monthly Voice Base Charges							
# Cell Minutes Included							
Monthly Voice Charge							
Monthly Data Charge							
Voicemail							
Universal Service Fee							
List Other E-Rate Eligible Fees							
Total for Eligible Monthly Base							
<u>Total Eligible Cost Per Minute</u>							
(Total Monthly / Total Minutes)							
Additional Eligible Charges							
Mobile to Mobile							
Nights & Weekends							
Price Per Minute Overage							
Roaming Charges / Minute							
Outside Network							
Long Distance / Minute							
Outside Region							
Text Message / Message							
Directory Assistance / Call							
Other Non-Eligible Charges							
Activation Fee							
Cancellation Fee							
Phone Insurance / Month							
Repair Charge							
Phone Number Change							
Other (List)							
Features (Yes or No)							
Pooled Minutes							
Free 1st Minute Incoming							
Free Calls in Network							
Free In-State Calling							
Free National Calling							
International Available							
International Call/Minute Charge							

RFP NO.: 10C-010D	Equipment Pricing Packages			
Vendor				
All phones should include chargers (wall & car), earbud, belt clip (or case). Device can be cell phone, smart phone, air car, router, modem, etc. You may submit more than one of these attachments.				
	<u>Device 1</u>	<u>Device 2</u>	<u>Device 3</u>	<u>Device 4</u>
Brand				
Model				
Weight				
Talk & Standby Time				
Display Size				
Memory				
Price (Device Cost / Monthly Cost)				
(add monthly cost for non-phone devices)				
<u>Call Management</u>				
Push To Talk Capable				
Speaker Phone				
Voice Dialing				
International Capable				
Messaging (Text, SMS, MMS)				
Band / Mode				
GPS / A-GPS				
Network				
<u>Hardware Information</u>				
Design Type (flip, etc)				
Touch Screen				
Keyboard Type (Touch, QUERTY, Slide)				
Rugged Design				
Case Type				
Camera				
Bluetooth				
WiFi Versions				
Broadband				
Keyboard Type				
Modem Built-In				
Media Player				
USB Version / Charging Support				
<u>Smartphones</u>				
Operating System				
Mobile Email/Calendar/Contacts				
Exchange/GoogleMail Compatible				
Email Server				
Email Application				
Download/Upload Speeds				
<u>Accessories Pricing</u>				
Battery				
Extended Battery				
Bluetooth				
Handsfree Device				
USB Cable				
Clip				
Case				
Other (list)				

U. S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before Completing Certification, Read Instructions on Reverse)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name:	<input type="text"/>	PR/Award Number or Project Name:	<input type="text"/>
Name and Title of Authorized Representative:	<input type="text"/>		
Signature:	<input type="text"/>	Date:	<input type="text"/>

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form the prospective lower tier participation is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

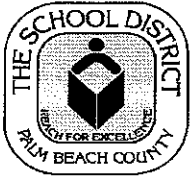
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

Information Technology
3300 FOREST HILL BOULEVARD, SUITE B-301
WEST PALM BEACH, FL 33406-5869

(561) 434-8830 Fax: 561-434-8907
www.palmbeach.k12.fl.us

ARTHUR C. JOHNSON, Ph.D.
SUPERINTENDENT

BUILDING PLAN CONFIDENTIALITY AGREEMENT

The undersigned, as an authorized representative and on behalf of _____ ("Proposer") has requested permission to review certain building plans in order to prepare a bid for good/services or provide goods/services pursuant to an awarded contract to the School Board of Palm Beach County, Florida.

Pursuant to Florida Statutes §119.071(3)(a)1 and 2 and §119.071(3)(b), (copy attached), I acknowledge that these plans are exempt from public disclosure. In reliance upon the warranties and representations herein of the undersigned, the School Board has agreed to provide me a copy for the limited purpose of preparing a bid and/or providing services to the School Board if a contract has already been awarded.

For the purposes of this Agreement, the term "Confidential Information" means any building plans, blueprints, schematic drawings, security system plans, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building owned, leased or operated by the School Board of Palm Beach County, the School District of Palm Beach County and any and all facilities of either of them (hereinafter, collectively, School Board.)

I acknowledge that I, on behalf of the Proposer, am responsible for protecting the confidential status of the "Confidential Information" and undertake and accept the obligation to protect the secrecy of all "Confidential Information" received from School Board or from any other party with the same degree of care as the School Board uses, but in no event with less than a reasonable degree of care. I will not copy the Confidential Information and shall not disclose the Confidential Information to any person or entity, or use it for any other purpose than set forth herein. The confidentiality obligations of this Agreement will survive any expiration or termination of this Agreement. Upon termination of this Agreement, the use of the Confidential Information shall cease on December 18, 2009 at 2:00pm at the end of the evaluation process and the Confidential Information in any form in my possession or under my control will be retained only as necessary to meet the requirements of my professional license. Upon expiration of the applicable record retention period, I will destroy all copies of Confidential Information in my possession or under my control, including but not limited to Confidential Information on my computers, disks and other digital storage devices. Upon request, I will certify in writing its compliance with this Section.

In the event that I am requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, Civil Investigative Demand or similar process) to disclose any of the Confidential Information, I agree that I will provide the School Board with prompt notice in writing of such request(s) sufficiently before responding so that it may seek an appropriate protective order or other appropriate remedy and/or waive my compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the School Board grants a waiver hereunder, I may furnish that portion (and only that portion) of the Confidential Information which, in the written opinion of my counsel, I am legally compelled to disclose and will exercise my best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

I hereby agree to indemnify and hold harmless the School Board from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by me of the Confidential Information. I also acknowledge that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by me and that any such breach would cause the School Board irreparable harm. Accordingly, I also agree that in the event of any breach or threatened breach of this Agreement, the School Board, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

It is understood and agreed that no failure or delay by the School Board in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of laws provisions thereof. Proposer irrevocably and unconditionally (1) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in a court of appropriate jurisdiction in Palm Beach County, Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; and (3) waives any objection which it may have to venue of any such suit, action or proceeding in any of such courts.

I acknowledge that all provisions of this Agreement apply equally to both the Proposer and me as an individual.

Proposer's Name

By: _____

Print Name: _____

Title: _____

[NOTE: If the Proposer is a corporation, this Agreement should be signed by the President or Vice President and if the Proposer is a partnership, it should be signed by a Managing Partner.]

Florida Statute §119.071(3)(a)(1) and (2) and §119.071(3)(b)

(3) SECURITY.--

(a)1. As used in this paragraph, the term "security system plan" includes all:

- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
- b. Threat assessments conducted by any agency or any private entity;
- c. Threat response plans;
- d. Emergency evacuation plans;
- e. Sheltering arrangements; or
- f. Manuals for security personnel, emergency equipment, or security training.

2. A security system plan or portion thereof for:

- a. Any property owned by or leased to the state or any of its political subdivisions; or
- b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph.

3. Information made confidential and exempt by this paragraph may be disclosed by the custodian of public records to:

- a. The property owner or leaseholder; or
- b. Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

(b) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or proposer who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2007, unless reviewed and reenacted by the Legislature.

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. _____ Project No./ Title _____

Corporate Name _____

_____ Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____ ("Corporate Representative") this _____ day of _____, 200____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

Name	Address	Percentage
For Whom Held	Address	Percentage
For Whom Held	Address	Percentage

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 200____, by _____. Such person(s). (Notary Public must check applicable box):

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDORS SIGNATURE

DATE

COMPANY NAME

Must be executed and returned with attached bid at time of bid opening to be considered.

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
MINORITY CERTIFICATION INFORMATION**

* Check here if N/A: Form **must be submitted** to **BidSync.com**.

<p>Minority Certification applications are available through the Minority Business Enterprise located at: Office of Diversity in Business Practices School District of Palm Beach County 3300 Forest Hill Boulevard, Suite A-106 West Palm Beach, FL 33406-5871 Phone: (561) 434-8508 http://www.palmbeach.k12.fl.us/mwbe</p>								
<p>Are you a minority vendor certified by: (Check if appropriate)</p> <p style="padding-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="padding-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American, <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Vendor</th> <th style="width: 50%; padding: 5px;">Estimated Dollar Value</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> </tbody> </table>	Vendor	Estimated Dollar Value	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>
Vendor	Estimated Dollar Value							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Letter of Intent
Minority/Women Business Enterprise (M/WBE) Subcontractor Participation

Form must be submitted to BidSync.com Check if not applicable

BID/RFP/RFI/ITN or Project Name

BID/RFP/RFI/ITN or Project #

Name of Bidder/Responder

The undersigned intends to perform work with the above project as *(check one)*

- Individual Partnership Corporation Joint Venture

** If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above project as *(check one)*

- Subcontractor Subconsultant Manufacturer Supplier

- The undersigned is: Certified with the School District of Palm Beach County M/WBE Coordinator
 Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is *(check only one in each applicable column)*:

- | | | |
|--|--|-------------------------------------|
| Column 1 | Column 2 | Column 3 |
| <input type="checkbox"/> African American | <input type="checkbox"/> Native American | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian American | <input type="checkbox"/> American Female | <input type="checkbox"/> Male |
| <input type="checkbox"/> Hispanic American | | <input type="checkbox"/> Physically |

PARTICIPATION: The undersigned intends to perform the following work in connection with the above project.

Item #	CONTRACT (Trade) Items (Description/Division)	Amount
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE subcontractor, the amount of any such subcontract must be stated \$

Name of M/WBE Subcontracting Firm

Name and Position (type or print)

PBSD 1525 (Rev. 2/6/2009) ORIGINAL – Office of Diversity in Business Practices

**School District of Palm Beach County
Minority Women Business Enterprise (M/WBE)
Subcontractor Participation Summary**

* Check here if N/A: € . Form [must be submitted to bidsync.com](http://bidsync.com).

BID/RFP or Project Name

BID/RFP or Project Number

Total Bid (Base and Alternatives)

TO DIRECTOR OF PURCHASING DEPARTMENT

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
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Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates) %

Contracting Firm Name

Name and Position (type or print)

SIGNATURE

DATE

Question and Answers for Bid #10C-010D - Request for Proposal Wireless Communication Hardware and Service

OVERALL BID QUESTIONS

Question 1

Which schools do they require service enhancement.

Is coverage confined to critical areas only, front office and cafeteria areas of hurricane shelter designated schools

How many users are at school area

PBX / Telecom switch questions

1. What is the make, model and release of the PBX? And that of the Voicemail?
2. Please provide the address where the PBX is located? What is the shipping address for your organization?
3. Is this a stand-alone or networked PBX?
 - i. Please provide existing topology showing primary & remote PBX's.
4. What other systems are connected to the PBX today? (eg., ACD systems, call recording, overhead paging, nurse call system, others)
 - i. If any, please describe.
5. Please confirm the following hardware & software requirements are available by responding with a "Yes" for each requirement.
 - i. High Speed data access to the Mobile extension server is required. Which VPN solution is currently used?
 - ii. Customer will provide licenses for the server (Windows 2003 server, Microsoft SQL server, Antivirus, Wireshark, Tomcat, JDBC, JRE)
 - iii. Tandem or Trunk-to-trunk switching.
 - iv. Coordinated or Unique dialing plan support.
 - v. PRI NI-1 support for DMS or 5ESS required.
 - vi. Available PRI slots on the PBX (and 1 D channel per PRI).

vii. DID's for all mobility users.

viii. Voicemail system supports access to mailbox greeting and message retrieval via touch tone, without extension ring through.

ix. QSIG licenses and support on PBX for calling name (CPND) to the station set.

x. Outbound calls send the station DID to the LEC not main business number. (Submitted: Nov 20, 2009 8:46:00 AM EST)

Answer

- Q. Which schools do they require service enhancement.

A. The potential vendor would need to assist in the assessment of schools and administrative location needs to determine which locations need enhancement. Each configuration can be slightly different based on location of carrier towers and building construction.

Q. Is coverage confined to critical areas only, front office and cafeteria areas of hurricane shelter designated schools?

A. No, Principals and other administrative and support staff need access across the campus an administrative locations.

Q. How many users are at school area?

A. A school campus has between 1 and perhaps 10 devices. However, other administrative and support staff can visit campuses on any given day. In the future, their could be needs for mobile types of devices for students.

(Answered: Nov 20, 2009 12:21:10 PM EST)

- PBX / Telecom switch questions

1. What is the make, model and release of the PBX? Two main systems, Avaya 8700 and 8710, both are R014x.00.1.731.2

And that of the Voicemail? Avaya Modular Messaging V2

2. Please provide the address where the PBX is located? 3300 Forest Hill Blvd., West Palm Beach, FL 33406
What is the shipping address for your organization? 1400 N. Florida Mango Rd., West Palm Beach, FL 33409

3. Is this a stand-alone or networked PBX? Networked

i. Please provide existing topology showing primary & remote PBX's.

We have approximately 200 remote PBX's, a mixture of Avaya S8300 and S8500. They all are connected to either the 8700 or 8710 (about half to each) via 50 meg metro Ethernet circuits. The 8700 and 8710 are connected to each other by 255 IP trunks.

4. What other systems are connected to the PBX today? (eg., ACD systems, call recording, overhead paging, nurse call system, others)

i. If any, please describe. Redsky – provides detailed information on 911 calls; Meeting Exchange – Provides call in access for our Hospital Homebound students as well as a conference bridge.

5. Please confirm the following hardware & software requirements are available by responding with a "Yes" for each requirement.

i. High Speed data access to the Mobile extension server is required. Which VPN solution is currently used? Cisco

ii. Customer will provide licenses for the server (Windows 2003 server, Microsoft SQL server, Antivirus, Wireshark, Tomcat, JDBC, JRE). OK

iii. Tandem or Trunk-to-trunk switching. Yes

iv. Coordinated or Unique dialing plan support. Yes

v. PRI NI-1 support for DMS or 5ESS required. Yes

vi. Available PRI slots on the PBX (and 1 D channel per PRI). Yes

vii. DID's for all mobility users. Yes

viii. Voicemail system supports access to mailbox greeting and message retrieval via touch tone, without extension ring through. Yes

ix. QSIG licenses and support on PBX for calling name (CPND) to the station set. Yes

x. Outbound calls send the station DID to the LEC not main business number. Some yes, some no (Answered: Nov 23, 2009 2:28:15 PM EST)

Question 2

1. To determine capacity, what is the total number of users for each location (iDEN/CDMA)?
2. To confirm; all areas of the school require coverage?
3. If EVDO is required, what is the approximate # of anticipated users and what is the type of usage? (EVDO cards, PDA data?)
4. Are there existing roof penetrations?
5. Is conduit required?
6. Is there fiber available for Sprint's use? What type of fiber exists – Multi-mode, Single-mode?
7. Is Voice Over IP (VOIP) used in every school? Is VOIP used primarily in Pahokee, North Palm Beach and the Greenacres schools surveyed on 11/18/09?
8. If not, the following questions address PBX/Telecom switches. (Submitted: Nov 20, 2009 9:35:02 AM EST)

Answer

- 1. Each location varies. iDen is used by Facilities support staff visiting schools and has a larger concentration in the area compounds and central Facilities Management headquarters on Summit. CDMA has a larger concentration at FHESC and area offices. Schools might have 1 to 15 devices, but support staff from the business and academic divisions go in and out of campuses every day.
- 2. Yes, Principals and support staff can be in any part of campus at any time.
- 3. See the approximate current usage information in 1.3 Introduction of the RFP Document.
- 4. Some facilities have roof penetrations primarily at some hurricane shelter locations. However, we would prefer options that would minimize the need for roof penetrations.
- 5. Probably yes, but each plan would have to go thru a review and approval process by our Building Department.
- 7. VOIP has been installed on every site. (Answered: Nov 23, 2009 2:54:33 PM EST)
- 6. Fiber to the easement is property of AT&T.
On campus fiber could be used and is MM. (Answered: Nov 24, 2009 6:53:05 AM EST)

Question 3

Question 3

In Section 10.4 Equipment

- A. All equipment should be of the latest technology and not end of life offerings.
What is the definition of "end of life" offerings? (Submitted: Nov 20, 2009 10:17:36 AM EST)

Answer

- End of life offerings are equipment that has a known end date for production or support. Equipment proposed should be new devices and technology recently introduced to the product line and or known upcoming equipment. (Answered: Nov 23, 2009 6:56:53 AM EST)

Question 4

To respond to school coverage solution, can the District send a list of the physical addresses of all schools? In addition, could the list be prioritized as it relates to designated hurricane shelters? (Submitted: Nov 20, 2009 10:20:49 AM EST)

Answer

- School locations can be found on the District's web page.
www.palmbeach.k12.fl.us under the 'Schools' tab. More location information and hurricane shelter locations can be found on our Facilities Management site <http://cms.palmbeach.k12.fl.us/cms> and scroll down the Quick Links on the right and select School by School Info. (Answered: Nov 23, 2009 6:56:53 AM EST)

Question 5

In at least two locations in the RFP it is stated that the proposer agrees to segregate E-Rate eligible and ineligible services on service invoices. (2.2a & 10.8c). Does the school district currently receive its invoices with E-Rate services segregated by line item and if so, would the district provide an example of this invoicing to assist in a proper response? (Submitted: Nov 20, 2009 1:41:08 PM EST)

Answer

- The current vendor and E-rate specialist assists with generating reports for Universal Services for E-rate reimbursement, program integrity reviews and audits. In order to receive reimbursement and calculate estimates for future funding, we need the vendor to assist in segregating the billing data between eligible and in-eligible services. Also, it would be beneficial if the proposers billing system can provide that on the bills as well. Your E-rate specialist that would be assigned to our account should be able to assist you with understanding this request. (Answered: Nov 23, 2009 6:56:53 AM EST)

- Copy of invoice summary will be supplied upon request. (Answered: Nov 24, 2009 2:51:41 PM EST)

Question 6

We are willing to participate in the RFP provided the 472/BEAR form be a acceptable method for E-Rate even if we cannot support the 474/SPI method. Would this disqualify us? (Submitted: Nov 23, 2009 12:42:52 PM EST)

Answer

- You must be a qualified E-rate vendor with a qualifying SPIN number and have an experienced E-rate specialist already working for your company. Also, you must own a national cellular network. (Answered: Nov 24, 2009 6:53:05 AM EST)

Question 7

Due to the extensive scope and size of this RFP, we request a two-week extension of the due date to Dec. 24th (Submitted: Nov 24, 2009 2:17:08 PM EST)

Answer

- Due to the timeframe for filing eRate and other requirements of the School District the time schedule must remain as stated. (Answered: Nov 24, 2009 2:17:50 PM EST)