

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT OFFER TO: <i>See Bid mailing instructions on page 2</i>		REQUEST FOR PROPOSAL Offeror Acknowledgement and Acceptance	
RFP TITLE: Cellular Telecommunication and Data Services	RFP NO. 10-08		
DELIVERY F.O.B. DESTINATION: All District Schools and Support Sites	ISSUE DATE: September 22, 2009		
	PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (352)955-7486		
RFP DUE DATE AND TIME: Friday, October 23 rd , 2009 @ 3:00 PM Local Gainesville Time	RFP OPENING: Purchasing Department		
A pre-proposal meeting is scheduled for Friday, October 2 nd , 2009 @ 10 am in the Purchasing Department conference room located at 1817 E. University Avenue, Gainesville, Florida 32641. This is a non-mandatory meeting.			

The undersigned ("Offeror") hereby submits the following proposal and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Request for Proposal ("RFP"), inclusive of the contents of any Addenda hereto. Offeror agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this RFP. Further, Offeror attests that it has not divulged, discussed, or compared this proposal with any other Offeror and has not colluded with any other Offeror in the preparation of this proposal in order to gain an unfair advantage in the award of the pending contract. Finally, Offeror acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

OFFEROR NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

OFFEROR ADDRESS:

AREA CODE/PHONE #:	FAX #:
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OFFEROR EMAIL ADDRESS:	OFFEROR WEB ADDRESS:
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REQUIRED SUBMITTAL CHECKLIST

<input checked="" type="checkbox"/> Signed Signature Page	<input checked="" type="checkbox"/> Debarment Form	<input checked="" type="checkbox"/> Form of Proposal
<input checked="" type="checkbox"/> List of References	<input checked="" type="checkbox"/> Literature	<input checked="" type="checkbox"/> Specifications
<input type="checkbox"/> Catalogs	<input checked="" type="checkbox"/> Evidence of Insurability	<input checked="" type="checkbox"/> Product Samples
<input checked="" type="checkbox"/> S/MBE Certification form	<input checked="" type="checkbox"/> Jessica Lunsford Act Form	<input checked="" type="checkbox"/> Additional submittals are also required-see RFP

PURCHASING CARDS: Not Applicable to this RFP Applicable to this RFP

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this RFP. Unless exception to this condition is checked below, Offeror, by submitting a Proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this RFP using the purchasing card. Acceptance of the P-Card may be a factor in award.

Offeror does not accept the above condition.

NO PROPOSAL: THE PROSPECTIVE OFFEROR HEREBY SUBMITS A "NO PROPOSAL" FOR THE REASON(S) NOTED BELOW:

- | | |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the RFP | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications | <input type="checkbox"/> 5. Remove our name from this RFP list only |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____ |

FAX THIS "NO PROPOSAL" FORM TO (352) 955-7486. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN OFFEROR'S REMOVAL FROM SBAC'S ACTIVE OFFERORS LIST.

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT RFP AND BID OPPORTUNITES, AS WELL AS INFORMATION ON AWARDED CONTRACTS.

Offeror's Proposal must be received in the Purchasing Department on or before the date and time specified above. If submitted via US Mail, send Proposal to: Attn: Purchasing Department, Kirby Smith Administration Building, 620 East University Avenue, Gainesville, FL 32601. If hand carried or delivered via express delivery carrier (UPS, FedEx, DHL), deliver Proposal to: Attn: Purchasing Department, Ed Manning Administrative Annex, 1817 E. University Avenue, Building #2, Gainesville, FL 32641. Proposals received after such date and time are late and will not be considered for award. Late Proposals will be returned unopened to the Offeror. The responsibility for delivering Proposals to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Offeror. Proposals delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what a Proposal is received.

At this time a public reading of the name of each Offeror submitting a Proposal will be held. At a regularly scheduled meeting of the Board, the Proposals as so opened, tabulated and evaluated as prescribed by the RFP, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Proposal accepted or contract awarded shall be to the responsible Offeror, whose proposal is most advantageous to the Board, price and other factors herein considered. Further, any proposal accepted or contract awarded will be to the Offeror meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this RFP.

RFP Package: Mark in lower left-hand corner of the envelope containing your Proposal, **"RFP PROPOSAL FOR CELLULAR TELECOMMUNICATION AND DATA SERVICES, RFP #10-08," TO BE OPENED AT 3:00 P.M. GAINESVILLE TIME, FRIDAY, OCTOBER 23RD, 2009.** Mark your company name and address on upper left-hand corner of the envelope. Proposals will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Offeror. In all other respects, the School Board of Alachua County is tax exempt.

This RFP, including the General Conditions, Instructions To Offerors–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Offeror's proposal and by reference are made a part thereof:

- PROPOSER'S ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM
- SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM
- ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES
- ATTACHMENT B - PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION
- ATTACHMENT C - SPECIAL CONDITIONS AND SCOPE OF SERVICES

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which 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," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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 proposal 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 proposal that it will include the 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 a 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.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any 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.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
RFP #10-08 -CELLULAR TELECOMMUNICATION AND DATA SERVICES	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM

The School Board is required to conduct background screening of Offerors (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Offeror’s fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Offeror.

- A. If Offeror’s performance either **is** anticipated to result in direct contact with students, or will give Offeror access to or control of school funds, then the screening standard is that Offeror may not have been convicted of a crime involving moral turpitude. The School Board has defined “crimes involving moral turpitude” to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Offeror’s performance **is not** anticipated to result in direct contact with students, then the screening standard is that Offeror may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435](#)(1)(a)1., relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Offeror’s work is non-instructional in nature, then Offeror may be exempt from the background screening requirements above if Offeror meets one of the following criteria: **1)** Offeror is under the direct supervision of a School Board employee or contractor or one or more Offeror employees who have had a criminal history check and meets the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Offeror employees are physically present with Offeror when Offeror has access to a student and the access remains in the School Board employee’s or the contractor’s or the Offeror’s employees’ line of sight; **2)** Offeror is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Offeror submits evidence of meeting the following criteria: a) Offeror meets the screening standards in s. 435.04, b) Offeror’s license or certificate is active and in good standing, if Offeror is a licensee or certificate-holder, c) Offeror has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Offeror is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Offeror’s employer; **4)** Offeror is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Offeror remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Offeror provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Offeror is exempt as defined above, Offeror will be subject to a search of Offeror’s name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting an Offer in response to this RFP, Offeror swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Offeror agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Offeror's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida.

NAME OF OFFEROR	RFP # AND TITLE
RFP #10-08 – CELLULAR TELECOMMUNICATION AND DATA SERVICES	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Offeror represents that it is either a

Small Business Enterprise, as defined in FS 288.703(1),

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

City of Gainesville Florida Small Business Procurement Program

Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this RFP to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF OFFEROR	RFP # AND TITLE
RFP #10-08 – CELLULAR TELECOMMUNICATION AND DATA SERVICES	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ If Offeror is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this RFP to an S/MBE, then Offeror shall not execute this form.

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES

1. DEFINITIONS:

Request for Proposal (RFP)-a formal request to prospective vendors soliciting written proposals, which contains a description of the commodities and/or services required, all contractual terms and conditions, and sets forth the basis for selecting the successful vendor, price and other factors herein considered.

Proposal-an offer submitted by a prospective vendor in response to a request for proposal (RFP).

Offer-a response to an RFP that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Offeror- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Proposal in response to an RFP.

Responsible Offeror-an Offeror who has the capability in all respects to perform fully the RFP requirements, and the experience, integrity, reliability, capacity, facilities, equipment, personnel, and credit that will assure good faith performance.

Contract--The submission of a Proposal constitutes an Offer by the Offeror. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the RFP. The Offeror's Offer, the RFP document, and the corresponding purchase order(s) constitute the complete agreement between the successful Offeror and SBAC. Unless otherwise stipulated in the RFP documents, no other contract documents shall be issued or accepted.

2. **ORDER OF PRECEDENCE:** In the event of any inconsistency between Attachment A and the other documents that together comprise this RFP, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. **GENERAL OFFERORS INFORMATION:** Interested Offerors are advised that SBAC will not, unless specified elsewhere in the RFP document, consider Proposals that contain an escalation clause, nor may a successful Offeror seek an increase in price of the items awarded to them under this RFP.

It is understood that normal Proposal processing time will be 30 - 60 days after the Proposal opening date and that Proposal prices will be firm through Proposal processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Proposal, reject any or all Proposals, accept any part thereof, award to other than the low Offeror, award in the best interest of the SBAC, or cancel the RFP at its discretion.

A signed Proposal shall be considered an Offer on the part of the Offeror, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Offeror after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Offeror shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC. **PROPOSAL OPENING:** Shall be public at the time and date specified elsewhere in this RFP. It is the Offeror's responsibility to ensure that the Proposal is delivered at the proper time and place. Proposals received after the date and time

specified in the RFP will be rejected and returned to the Offeror unopened. Proposals received by telephone, telegraph or facsimile transmission will be rejected by SBAC and not considered for contract award.

4. **AWARD:** SBAC will award a Contract to the Responsible Offeror, whose Proposal is most advantageous to SBAC, price and other factors herein considered.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

5. **WORK CONDITIONS/RFP EXAMINATION:** Offerors shall become familiar with any work conditions that may, in any manner, affect the work to be performed the Contract and shall thoroughly examine and be familiar with the RFP requirements. The failure or omission of any Offeror to become familiar with local work conditions or to examine the RFP shall in no way relieve it of its obligations with respect to the RFP or the subsequent Contract.
6. **SILENCE OF THE SPECIFICATIONS:** The apparent silence of the RFP special conditions or specifications as to any detail, or the omission from the special conditions or specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the special conditions and specifications shall be made on the basis of this statement.
7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Proposal shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this RFP are applicable and in full force and effect. The Offeror's authorized signature appearing elsewhere in the RFP attests to this.
8. **MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:** Unless expressly stated otherwise in the RFP, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications or special conditions are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the RFP, Offerors may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" offers, Offerors shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Offerors shall submit with their Proposal detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Offeror's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Proposals that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award.

If an Offeror fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

SBAC reserves the right to request from Offerors separate manufacturer certification of all statements made in the Proposal.

9. **FORM:** Proposals must be typed or printed in ink on the form contained in or prescribed by the RFP and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
10. **COLLUSION:** The Proposal shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Proposal on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
11. **COMMUNICATION WITH SBAC EMPLOYEES:** Prior to the RFP due date and during evaluation of Proposals by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the RFP and the contents therein is prohibited, and shall constitute good cause for disqualifying an Offeror. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the RFP in writing.
12. **CONFLICT OF INTEREST:** Contract award is subject to the provisions of 112, F.S. Offerors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of SBAC. Further, all Offerors must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
13. **LOBBYING: OFFERORS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS RFP. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.**

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER RFP ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY OFFEROR WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE OFFEROR.

14. **INTERPRETATION OF DOCUMENTS AND ADDENDA:** No interpretation of the meaning of the RFP, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Offeror orally. To be enforceable, all requests for interpretation, correction, or clarification of the RFP shall be made by Offerors no later than 72 hours (weekends, holidays not included) prior to the RFP due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the RFP due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and Offerors are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP. Offerors should address any questions regarding this RFP to SBAC Purchasing Department, at A/C 352-955-7582.

It is the responsibility of the Offeror to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the RFP documents.

15. **LINE ITEM PROPOSAL CORRECTIONS:** The use of correction fluid or erasures to correct line item Proposal or prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Proposals will be considered non-responsive for the corrected items only.
16. **OFFEROR'S ERRORS:** Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
17. **PROPOSAL WITHDRAWAL, CORRECTION:** Prior to the date and time of the public Proposal opening specified in the RFP, Offerors may withdraw or correct Proposals. No withdrawal or correction will be permitted after the RFP opening date and time.

A request for Proposal withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Offeror desiring to withdraw the Proposal. A verbal request to withdraw a Proposal will not be accepted. A Proposal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.

A potential Offeror desiring to correct or amend its Proposal must do so by replacing the sealed Proposal package currently in the Purchasing Department's possession with a new Proposal package, which must meet the requirements of the RFP and be properly sealed and identified in order to be considered for award. An amended or corrected Proposal package must be accompanied by a letter requesting that it be substituted for the Proposal currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Offeror desiring to correct or amend its Proposal. Such a request must be received in sufficient time for the substitution to be made.

18. **ONE PRICE ONLY:** Unless permitted by the RFP, Offerors shall submit only one quote for each product or service listed in the RFP. If multiple prices are proposed for any single product or service, the Proposal will be rejected for that item only.
19. **ALTERNATE PROPOSAL:** shall be clearly identified as such on the outside of the Proposal package by using the term "ALTERNATE PROPOSAL" (see page two for additional packaging instructions). If an Alternate Proposal is accepted, SBAC will cancel the current procurement and develop a new RFP using as the basis for its specifications the product and/or services contained in the Alternate Proposal. Sole source Alternate Proposals will typically not be considered by SBAC.
20. **BUDGETARY LIMITATIONS:** SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.
21. **QUANTITY ESTIMATES:** Quantities shown are estimated amounts only and are presented to assist Offerors in the development of their Proposals. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the RFP, minimum cost or quantity order requirements are not allowed. Proposals received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items proposed that are responsive in accordance with the requirements of the RFP.

22. **SAMPLES:** If required, samples submitted by the Offeror, unless elsewhere indicated in this RFP, shall become the property of SBAC. Samples shall be provided at no cost to the SBAC.

Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the RFP number, title, and the opening date and time.

Unless otherwise specified, all samples must be submitted to the Purchasing Department.

23. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the RFP, all specified products contained in each Proposal shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the RFP will not be considered. Any Offeror proposing such items will be deemed non-responsive.

At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Offeror shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.

In accordance with the RFP, Offeror shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Offeror) for reasons attributable to Offeror, Offeror shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.

24. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
25. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Offeror(s), purchases may be made under this Contract by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
26. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if an Offeror currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this RFP, the Offeror shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Proposals and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.

SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Proposal received as a result of the RFP, if it is in its best interests to do so.

27. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the RFP, unsatisfactory performance by an Offeror on previous contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.

28. **OFFEROR REPRESENTATIONS AND QUALIFICATIONS:** Offeror warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the RFP. By submitting a signed Proposal, Offeror acknowledges that SBAC is relying on the representations and warranties made by the Offeror.

29. **DISPUTE:** With respect to a protest of the specifications contained in an RFP, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the specifications, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.

Proposal tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department. Any Offeror who disputes the Contract award recommendation for any Proposal shall file a notice of protest in writing within seventy-two (72) hours of the Proposal tabulation posting and shall submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.

The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid.

30. **PROPOSAL TABULATIONS:** Proposal tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department and will also be available for review in the Purchasing Department.
31. **NOTIFICATION OF AWARD:** Unsuccessful Offerors will not receive notification of award. Proposal tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department.
32. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.
- Time is of the essence. Delivery and/or service completion dates contained in the RFP, or proposed by the successful Offeror and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the contracted delivery and/or service completion dates. Failure to complete Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Offeror from doing business with SBAC.
33. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by Offerors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192.

34. **SAFETY STANDARDS:** At a minimum, Offeror warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.

Offeror will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Offeror may be disbarred from participating in any future purchases of goods and services made by SBAC for a period of 12 months.

35. MATERIAL SAFETY DATA SHEETS: Any items provided hereunder that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.
36. INSPECTIONS: All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the RFP will be returned and/or re-performed at the Offeror's risk and expense.
37. FACILITY INSPECTION: SBAC reserves the right to inspect or have its representatives inspect the Offeror's facilities, including those of its subcontractors, if any, at any reasonable time.
38. OFFEROR PERSONNEL: Offeror shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the RFP, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Offeror, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Offeror employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work on site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Offeror will in no way relieve Offeror from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Offeror shall notify department or school personnel and follow customary sign-in procedures. All Offeror personnel shall wear clothing identifying them as an employee of the Offeror (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

39. DELIVERY NOTICE: Unless specified elsewhere, the successful Offeror shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the RFP to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.
40. INVOICES: Unless specified elsewhere, invoices shall be submitted in duplicate to SBAC at the following address: Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601. All invoices shall, at a minimum, include the following:

- ✓ RFP #;
- ✓ Purchase Order #;
- ✓ Description of goods and/or services, including quantities;
- ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the RFP, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice.

41. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Offeror list.
42. LICENSING/PERMITS: Prior to starting work, the successful Offeror shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.
43. REGULATORY COMPLIANCE: Offeror shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the RFP.
44. TERMINATION FOR CONVENIENCE: SBAC shall have the right to terminate any Contract resulting from this RFP, or any portion thereof, for its convenience upon ten (10) days advance written notice to the Offeror. SBAC shall compensate the Offeror for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder, nor likewise liable to pay the Offeror, for any other costs, losses, damages or expenses arising out of or related to the termination of this contact or any services performed hereunder.
45. TERMINATION FOR DEFAULT: SBAC reserves the right to terminate any Contract resulting from this RFP for failure of the Offeror to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Offeror. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Offeror shall reimburse SBAC any excess costs incurred thereby.
46. INDEPENDENT CONTRACTOR: Offeror(s) shall have the status of an independent contractor. Offeror(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Offeror shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Offeror's failure to do so, Offeror shall forthwith reimburse SBAC for the entire amount so paid by it.
47. SUBCONTRACTS: The Offeror shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.
48. ASSIGNMENT: Any Contract between the successful Offeror and SBAC shall not be assigned by the successful Offeror without first obtaining the written consent of the Purchasing Department. Assignment of the Contract, or any portion thereof, without such written permission shall be grounds for immediate termination.

49. ANTI-DISCRIMINATION: Offeror certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal

employment opportunity for all persons without regard to race, color, religion, sex or national origin.

50. DISCRIMINATION: An entity or affiliate who has been placed on the State of Florida discriminatory list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

51. INSURANCE REQUIREMENTS

Offeror shall, at Offeror's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Offeror:

Applicable Not Applicable

Workers Compensation – Coverage A
Statutory
Comprehensive General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Per Project Aggregate
\$1,000,000 Products and Completed Operations
Aggregate
Premises operations
Blanket Contractual Liability
Personal Injury Liability
Expanded Definition of Property Damage
Comprehensive Automobile Liability
(Combined Single Limit)
\$1,000,000 Each Occurrence

Applicable Not Applicable
Professional Liability Insurance \$1,000,000 Each Occurrence

Applicable Not Applicable
Pollution Liability Insurance \$1,000,000 Each Occurrence

Applicable Not Applicable
Umbrella/Excess Liability Insurance \$1,000,000 Each Occurrence

All insurers shall be licensed to do business in the State of Florida. All policies of insurance shall be rated "A-" or better by the most *recently published A.M. Best Rating Guide, shall have a financial size Category "IV" or better according to the latest edition of Best's Key Rating Guide, and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the commercial general (including property damage) and automobile liability policies within five (5) days after execution of Contract. Offeror shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **Offeror is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted. The required insurance shall be maintained, without interruption, for a period of one year following expiration of the Contract.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required, does not constitute a waiver of the Offeror's obligation to fulfill the insurance requirements herein.

52. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Offeror shall, to the fullest extent permitted by law, protect, defend,

indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, 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 Offeror, 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, rule, regulation, or infringement of patent rights by Offeror in performance of the work described herein; or (c) liens, claims or actions made by the Offeror or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Offeror or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Offeror.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Offeror recognizes that and covenants that is has received consideration for indemnification provided herein.

The Offeror recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract

53. DEFAULT: In addition to other rights and remedies provided herein, in the event the successful Offeror should breach this Contract , SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience.

54. RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT'S BUY AMERICAN PROVISION: To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Offeror certifies that each item contained in its Proposal complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each item contained in its Proposal consists of agricultural products that were grown domestically. Offeror shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Offeror shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

55. CONE OF SILENCE: A Cone of Silence is in effect for this RFP as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at www.sbac.edu/~purchase/bidop.htm. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding thisRFP between:

A. a potential vendor, service provider, Offeror, lobbyist, or

- consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, Offeror, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the RFP, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Offeror, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Offeror, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Offeror, proposer or respondent voidable.

- 56. LEASE OR MAINTENANCE AGREEMENT TERMINATION: Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Offeror no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Offeror and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Offeror no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

- 57. LIFE CYCLE COSTING: If so specified in the RFP, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.

REQUEST FOR PROPOSAL #10-08
CELLULAR TELECOMMUNICATION AND DATA SERVICES
ATTACHMENT B – PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION

- A. **PROPOSAL COPIES:** Offeror shall submit one (01) original and six (6) copies. Elaborate proposals are not necessary, nor desirable. Proposals should be concise, logically organized, and address in detail the Offeror’s proposed equipment and services in light of the requirements of this RFP. Proposals should be submitted in three-ring binders. **No staples.**
- B. **MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS – GO/NO GO ANALYSIS:** Proposals that do not include the following documentation and information may be disqualified.
1. Executed Acknowledgement and Acceptance Form (RFP page 1);
 2. Executed Debarment Form (RFP page 3);
 3. Executed Jessica Lunsford Act – Offeror Certification Form (RFP Page 4)
 4. Executed S/MBE Form-only if applicable (RFP Page 5);
 5. Propagation Map for Alachua County (see also Attachment C);
 6. Propagation Map for the State of Florida (see also Attachment C);
 7. E-Rate Provider Certification (include SPIN #) from FCC/SLD (see also Attachment C);
 8. Evidence of Insurance (see Attachment A, Item 52).
- C. **PROPOSAL EVALUATION AND EVALUATION CRITERIA**
1. A Proposal Evaluation Committee (“PEC”), consisting of representatives from the Facilities, Transportation, Information Resources, and Finance Departments, as well as K12 Principals, will screen and evaluate all proposals submitted. The Purchasing Director will participate on the PEC in a non-voting, advisory capacity only;
 2. The Evaluation Committee will consider all proposals received that comply with the RFP “Go/No go” submittal requirements;
 3. Each proposal will be evaluated based on how well it addresses the criteria listed below, including the information requested by SBAC in Attachment C. Proposal’s shall be sufficiently detailed to permit a complete analysis of each Offeror’s ability to provide the needed equipment and services.
 4. The PEC may recommend contract award on the basis of initial proposals received without further clarification or discussion. Therefore, initial proposals should contain the Offeror’s best terms from a price and technical standpoint;
 5. The PEC may seek additional clarification from any or all Offerors as necessary to completely evaluate proposals, including conducting phone interviews with, or requesting formal presentations by, any or all Offerors submitting proposals. All clarifications, phone interviews, or formal presentations will be based on the proposals received by the District;
 6. The PEC will rank the proposals in descending order of preference based on the scoring matrix described below. Contract award will be made to the responsible Offeror receiving the highest point score from the PEC;
 7. The PEC may, in its sole discretion, cancel this RFP.

EVALUATION CRITERIA	POINTS
<u>Rate Plan(s)</u> : the PEC will consider and score the explanation and detail of rates, with the goal of identifying the plan(s) that will return the overall lowest cost to the District (see Attachment C)	550
<u>Service:</u>	
Ordering (see Attachment C)	25
Billing (see Attachment C)	75
Other Service Issues (see Attachment C)	200
<u>Experience and Knowledge</u> : the PEC will consider and rate Offerors' experience in providing, installing, and maintaining wireless cellular and data services of similar scope and nature to those described in this RFP with public agencies. Public agency experience is desirable. Florida public school experience is preferred.	150
<u>TOTAL AVAILABLE POINTS</u>	1000

***Comprehensive, consistent, and reliable signal coverage is a “go/no-go” decision that will be made by the PEC.**

In order to facilitate review of Proposals by the PEC, it is requested that Offerors Proposals be organized in the manner specified below.

Tab 1 Minimum Requirements/Go-No Go Information (see item B above)

Tab 2 Other Service Issues, Ordering, and Billing – **no price information**

Tab 3 Experience and Knowledge, including references – **no price information**

Tab 4 Rate Plans

REQUEST FOR PROPOSAL #10-08
CELLULAR TELECOMMUNICATION AND DATA SERVICES
ATTACHMENT C – SPECIAL CONDITIONS

GENERAL

The purpose of this Request for Proposal is to establish a firm fixed-price term contract with a qualified Offeror to provide cellular telecommunication and data services and equipment to District school and support staff on an as needed basis.

The successful Offeror shall provide all equipment, services, personnel, and technical expertise necessary to fulfill the requirements of the RFP.

E-RATE DISCOUNT PROGRAM

The successful Offeror shall be a certified E-Rate provider and shall maintain this certification throughout the term of the contract. Evidence of the successful Offeror's certification and annual re-certification by the FCC/SLD shall be provided to SBAC annually. Failure of the successful Offeror to maintain this certification or to re-certify annually, as required, shall constitute a breach of contract. Further, the successful Offeror shall reimburse SBAC the full amount of any invoices resulting from the services provided by the successful Offeror under the contract that are not reimbursed by the FCC/SLD because of the successful Offeror's lack of certification or failure to re-certify.

The E-Rate Discount Program will only reimburse SBAC for a portion of the costs associated with cellular telecommunication and data services. Wireless cellular and data equipment costs are not reimbursed under this program.

CONTRACT AWARD

SBAC anticipates awarding a firm fixed-price contract to provide the services described herein on or before the second Tuesday in January 2010. Service and equipment prices shall remain firm and unchanged during the contract term and any renewal periods.

SBAC may, in its sole discretion, accept any rate reduction offered by successful Offeror during the term of the contract and any renewal period.

Award will be made on an all-or-none basis to the responsible Offeror whose proposal, conforming to the requirements of this RFP, is most advantageous to SBAC, price and other evaluation factors herein considered.

CONTRACT TERM

The initial contract performance period shall be three years, beginning July 1, 2010 and ending June 30, 2013. Thereafter, the contract may be renewed for two additional one-year periods under the same terms and conditions, if mutually agreed to by both parties.

All equipment and service installations made during the term of the pending contract, regardless of when purchased, shall terminate upon expiration of the pending contract at no additional cost to SBAC.

All existing school and department cellular and data equipment and service agreements will terminate on or before June 30, 2010, at no cost to SBAC. The date of service termination will be at the sole discretion of SBAC.

OFFEROR QUALIFICATIONS AND EXPERIENCE (Tab 3)

Offeror shall be an established firm, whose sole or primary business includes the provision of cellular telecommunication and data services.

Offeror shall be licensed and insured to perform the services within the State of Florida and shall be a bona fide E-Rate provider as described above.

Offeror shall have been successfully engaged in providing cellular phone services in the State of Florida for a minimum of three (03) consecutive years prior to participating in this procurement.

Offeror shall submit five (05) references with phone #'s and points of contact for contracts with businesses or public agencies that are of similar size and scope to the services described herein. References shall be for current work or work performed within the last three years. Each reference shall be accompanied by a description of the services performed, # of cell and data equipment issued, annual minutes sold, annual contract value (\$), and a description of the contract rate(s) and plan(s).

Public agency experience is desirable. Florida school board experience is preferred.

ESTIMATED QUANTITIES

The cell phone service and equipment information provided below is based on actual '2008 data. However, no guarantee, express or implied, is given to Offerors as to the actual number of handsets and minutes or data equipment and data services that may be purchased by SBAC during the term of the contract. Equipment and service purchases may be more or less than indicated, and payment will only be made for equipment and services ordered and received by SBAC in accordance with the pending contract.

During the 10-month school year, cell minutes average approximately 38,000 per month. This is slightly reduced during the summer, when schools are closed. The District has approximately 178 cellular phones.

The District currently uses data equipment and services (computer air cards with internet service) on a very limited basis. There are approximately 15 air-card users at this time. However, since these services will now be reimbursed by the E-rate program, SBAC is interested in procuring them under the pending contract.

PHONE AND EQUIPMENT REQUIREMENTS (Tab 2)

General

SBAC currently uses approximately 158 cellular phone handsets, which were provided under its current contract with Verizon at no cost. Offerors shall propose replacement equipment that is equal to or exceeds the specifications of the existing handsets (Motorola W755), or are otherwise acceptable to SBAC.

Handsets include: Single hand-held unit consisting of handset/keypad with built-in transceiver, battery, and an antenna; Car Charger; Battery status or level indicator included in the phone; Signal strength indicator included in the phone; Battery shall be a lithium ion or NIMH rechargeable type or better. Battery capacity shall be the manufacturer's standard.

Accessories are purchased by SBAC based on a firm fixed discount off of retail prices (belt clips, wall charger, etc.).

The District also uses approximately 20 hardened handsets, which are assigned to Transportation and IT department employees whose work places them in situations that would otherwise stress or damage a typical retail handset. These handsets were provided to SBAC under its current contract at no cost. Offerors shall propose replacement equipment that is equal to or exceeds the specifications of the existing hardened handsets (Casio Type S).

Product specifications (Tab 2) and prices (Tab 4) for proposed cellular handsets shall be included in each Offerors' proposal. Prices shall include delivery and programming (including # porting). The successful Offeror will assist SBAC personnel with the initial roll-out after contract award. Offerors shall assume that existing cell phone users will want to keep their current cell phone number under the pending contract.

All new phones and equipment purchased under this contract, regardless of when they are obtained, shall become the property of SBAC and are not subject to any financial penalties or minimum commitments.

All equipment invoices shall be separate from rate plan invoices. The E-Rate program will not reimburse SBAC for equipment purchases. However, all SBAC equipment purchases shall be made in conjunction with the rate plans provided by the successful Offeror, unless otherwise agreed to by the parties.

Should the phones become obsolete, go out of production, or otherwise become unavailable during the term of the contract, the successful Offeror will propose an or equal model(s) for SBAC's approval. Any replacement models shall be provided to SBAC at no additional cost.

Offerors shall indicate in their proposal whether or not they have a replacement program for lost or damaged cellular phones purchased by SBAC under the contract. If phones are provided at no cost, and should a handset be damaged or lost, Offerors will provide a firm fixed price discount for purchase of a replacement handset.

Offerors shall indicate in their proposal whether or not cell phones are replaced after being in service for a defined period of time at no cost to SBAC. If so, what is that defined period?

Offerors shall also propose unit prices and/or discounts off of published price lists or catalogs for all other cellular phones, phone accessories, and equipment that may be purchased by SBAC during the term of the contract (Tab 4). Please indicate whether or not this pricing information is available on-line.

Offerors shall include in their proposal a plan to transition current cellular phone users from their old equipment/service to the new equipment and rate plans without any service interruption.

Offerors shall advise SBAC whether or not they will provide a credit for the trade-in of existing cellular phones or, if a credit is not offered, recommend the best means of disposing of this equipment. This is an important issue to SBAC. It desires to dispose of cell phones in a safe, environmentally sound manner.

DATA EQUIPMENT REQUIREMENTS (Tab 2)

SBAC has limited experience with wireless data equipment. Offerors shall provide equipment information and prices for SBAC's consideration. SBAC prefers that the same terms and conditions attached to cellular phones described above also apply to data equipment.

All equipment prices must be separate from service prices.

CELLULAR SIGNAL SERVICE (Tab 2)

General

The ability to provide reliable, consistent, and comprehensive cellular signal coverage within Alachua County is mandatory and Offerors that do not currently have a network in place that can provide this level of service will not be further considered for award.

Alachua County

A listing of all District schools and support facilities can be found on SBAC's website at <http://www.sbac.edu>. Offerors shall provide a current propagation map for Alachua County clearly indicating service coverage areas, capacity, and carrier cells. The propagation map shall apply to basic cellular phone service. The map shall be sufficiently detailed, with major streets indicated, to accurately show coverage levels for all SBAC schools and facilities. The successful Offeror shall provide consistent and reliable signal service 24x7x365 to SBAC. Propagation maps shall be treated as confidential if so designated by Offeror in their proposal.

If a sufficient number of SBAC facilities are located within dead zones of an Offeror's network, then that will be sufficient cause for the PEC to reject that Offeror's proposal.

Dropped Calls

Offerors shall provide the # of dropped calls in Alachua County for their last fiscal year in terms of the following: # of Dropped Calls Within Alachua County/Total Calls Within Alachua County = % of Dropped Calls within Alachua County. A high drop call % may be sufficient grounds to reject an Offeror's proposal.

State of Florida

Offerors shall provide a current propagation map for the State of Florida clearly indicating service coverage areas, capacity, and carrier cells. The propagation map shall apply to basic cellular phone service. Propagation maps shall be treated as confidential if so designated by Offeror in their proposal.

Continental United States

Offerors shall include in their proposal a description of their network's signal service abilities within the continental United States.

Network Capabilities

Offerors shall provide a brief overview of their network capabilities, especially in regard to reliability and redundancy. This overview shall identify the wireless technology (i.e. TDMA, CDMA, GSM, GRPS, etc.) currently employed in Alachua County and the State of Florida. Offerors shall also indicate if this technology has been upgraded recently, as well as any planned major upgrades anticipated during the term of the pending contract.

DATA SERVICE (Tab 2)

Again, SBAC has limited experience in this area. Offerors shall provide information on the types of data service available for purchase by SBAC. Services should include the following:

- Unlimited data service for personal communication devices – internet access to SBAC email and student and staff information
- Unlimited data service for cellular phones - cell phones capable of receiving emails directly to display. Cell phones with data service only.
- Voice and data services using "Blackberry" devices – min. 8703e with v4.2 OS
- Data services using mobile broadband cards-unlimited data.

Offerors shall explain how these services are provided.

CUSTOMER SERVICE (Tab 2)

Billing

SBAC's Accounts Payable Department processes cellular phone bills for approximately 178 cellular phones in approximately 75 separate departments. Offerors shall propose measures for a streamline billing process, while at the same time maintaining the ability of SBAC to allocate costs back to each end user. A sample invoice layout shall be included in each Offeror's proposal. Billing charges shall always reflect the awarded contract's rate plans.

Offerors shall describe the on-site training provided for web-based billing platforms, if any.

Offerors shall describe their methodology for resolving billing issues.

Offerors shall describe their policy regarding the issuing of credits.

Invoices shall include, at a minimum, the following information:

1. A single corporate account;
2. Sub-accounts as requested and defined by SBAC, which will contain billing information for one or more cell phone #'s;

3. A summary section for each sub-account listing each phone # with associated charges, and, at the end of each invoice, a corporate account summary total for the entire District. Call information shall include codes and a key for explanation of charges (i.e. long distance, cell to cell, etc.). **The invoice detail for each sub-account must be separated by a page break and begin on the front (not back-to-back) on a new page.**
4. Cellular phone # being billed;
5. Phone # called;
6. Call duration;
7. Cost of call

Equipment and accessories shall be billed separately from the monthly service charges.

Ordering

Equipment and phone service orders are processed by the Purchasing Department. Please describe any on-line ordering process that you currently have in place which will expedite initial equipment and service orders and annual service renewal with the beginning of the new fiscal year.

Customer Representative

Will a designated local account executive be assigned to SBAC for contract implementation and equipment/service conversion, account maintenance, and problem solving? If so, please describe in detail.

Is 24-hour customer service included? If so, please describe methods of access?

Is there a local service office in Alachua County? Would SBAC business run through that office?

Will a designated billing representative be assigned to SBAC to resolve any and all billing issues? If so, please describe in detail.



Does each Offeror subscribe to the Consumer Code for Wireless Services?

Emergency Disaster Support

SBAC provides critical services to the county during disasters, including, but not limited to, transporting and sheltering evacuees on buses and in designated schools. What temporary support will each Offeror provide during emergencies? For example, can free “loaner” phones be provided to SBAC staff during emergencies, with the understanding that contract airtime charges may apply?

Each Offeror should also describe the operation of its Alachua County network during the '04 hurricane season and what changes have been made to the network since then to improve operations.

Miscellaneous Support Services

Certain SBAC buildings experience poor reception. Will the Offeror provide temporary, advisory engineering support to determine what measures can be taken improve reception?

What other support services will be provided under this contract?

Community Service

Community service is important to SBAC. Offerors shall describe their approach to community service and what actions they can take to foster it within Alachua County.

SERVICE RATE PLAN(S) (Tab 4 only)

General

The actual per minute cost of cellular phone service is almost always more than the published rate plan – usage typically falls below or exceeds the “bucket” of minutes available to individual users or user groups. When factoring in roaming and other charges, the actual per minute cost of cellular phone service is anywhere from 10-30% greater than the advertised rate plan.

Proposed service plans shall address basic cellular phone and data services.

Preferred Service Rate Plan(s) and Features- Cellular Phone Service

SBAC prefers a flat cost per minute billing format for all rate plans; however, it recognizes that this format may not fit all existing vendor business models. Therefore, it will consider alternate plans that return the lowest overall cost to the District and that are in keeping with the cost-control sentiments expressed in the *General* section above. Optimal rate plan(s) would, at a minimum, encompass the following:

- No access fees
- No activation fees
- No long distance charges for calls originated in home area
- No roaming charges for calls originated in the home area
- No overage charges
- No caller ID, voice mail, or call waiting charges
- No early termination charges

Offerors shall also address the following in their proposals:

- roaming charges in the State of Florida and Nationwide
- call forwarding charges
- cell to cell charges made from/to contract users
- Nationwide long distance
- Nights and Weekends
- Incoming Calls

Rate plan descriptions shall be sufficiently detailed such that all possible charges are clearly extant. Charges that are not contained in the successful Offeror’s proposal will not be accepted, nor paid by SBAC.

Service Rate Plan(s) and Features – Data

Offeror shall provide a menu of their proposed data plans for consideration by SBAC.

Rate plan descriptions shall be sufficiently detailed such that all possible charges are clearly extant. Charges that are not contained in the successful Offeror’s proposal will not be accepted, nor paid by SBAC.

EQUIPMENT AND SERVICE DEMONSTRATIONS

The apparent successful Offeror shall provide two each sample cellular phones with 120 minutes each of airtime for a period not to exceed one week at no cost. SBAC will test the phones and service to determine the successful Offeror’s compliance with the requirements of this RFP. SBAC reserves the right to test various data service options proposed by Offerors at no cost for a period not to exceed one (1) week.