

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20050663

**1. ACTION REQUESTED/PURPOSE:** Approve award of Formal Proposal No. P-050259 Cellular Telephone Service for Lee County, to the highest rated vendor meeting specifications, Sprint, per the attached Lee County Evaluation Sheet. The initial term of this proposal is two years; also request authority to renew this proposal for three additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price adjustment clause as per the specifications on an as-needed basis. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. The county estimates expending approximately \$600,000 annually for cellular telephone service.

**2. WHAT ACTION ACCOMPLISHES:** Allows Lee County to obtain cellular telephone services on an as-needed basis for the various departments/divisions.

**3. MANAGEMENT RECOMMENDATION:** Per the evaluation committee "Approved as stated".

<b>4. Departmental Category:</b> <u>CGH</u>		<b>5. Meeting Date:</b> <u>05-31-2005</u>	
<b>6. Agenda:</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Administrative</b> <input type="checkbox"/> <b>Appeals</b> <input type="checkbox"/> <b>Public</b> <input type="checkbox"/> <b>Walk-On</b>	<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> <u>County Administration</u> <b>Division</b> <u>County Manager/ITG</u> <b>By:</b> <u>Jim Desjarlais</u>
	_____ <b>Statute</b>		
	_____ <b>Ordinance</b>		
	<input checked="" type="checkbox"/> <b>Admin. Code</b> <u>AC-4-1</u>	_____ <b>Other</b>	

**9. Background:** On April 5, 2005, the Division of Purchasing received sealed proposals for cellular telephone service for Lee County. On that date, four responses were received with one response not qualified. The proposals have been thoroughly evaluated based on criteria in the specifications, and a recommendation is being made to award to Sprint as the highest rated vendor meeting all specification requirements. It should be noted that a Notice of Intent to File a Protest was received from Verizon Wireless on 5/13/05; however, notification was received from this vendor on 5/18/05 that this intent to protest was being withdrawn.

Funding is available: County wide

Please See Attachments:

- (1) Evaluation Sheets
- (2) Specifications
- (3) Sprint Proposal
- (4) Committee member's Recommendations

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i> 5/19/05	<i>[Signature]</i> 5/19/05	<i>[Signature]</i> 5/19/05	<i>[Signature]</i> 5/19/05	<i>[Signature]</i> 5-19-05

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

Rec. by CoAtty

Date: 5/19/05

Time: \_\_\_\_\_

Forwarded To: Admin. 5/19/05

RECEIVED BY COUNTY ADMIN:

\_\_\_\_\_

COUNTY ADMIN FORWARDED TO: ITG

5/19/05

Y. S. [Signature]

# ATTACHMENT /

FORMAL QUOTATION #P-050259 DATE: April 13, 2005 Evaluation Results/Cellular Telephone Service	LEE COUNTY, FLORIDA EVALUATION SHEET FOR CELLULAR TELEPHONE SERVICE		
VENDORS			
<b>VENDOR TO BE EVALUATED &gt;</b>	Alltel	Sprint	Verizon
<b>Proposal Categories as follows:</b>			
<b>1. Rate Plan Pricing &amp; Features (30%)</b>	68.00	85.00	58.00
<b>2. Phone Instrument Features &amp; Pricing (20%)</b>	44.50	50.00	18.00
<b>3. Vendor Value Added Features (10%)</b>	23.00	30.00	23.00
<b>4. Accessory Availability &amp; Pricing (10%)</b>	18.15	30.00	20.40
<b>5. Vendor Reception/Coverage results from Phone Testing and/or coverage maps (30%)</b>	82.20	81.40	65.50
<b>EVALUATION SCORE</b>	235.85	276.40	184.90
<b>Committee Members:</b> Peter Cloutier Jim Desjarlais John Wilson			
<b>POSTING TIME/DATE</b>			
<b>FROM:</b> _____ / _____			
<b>UNTIL:</b> _____ / _____			
<b>BY:</b> _____			

FORMAL PROPOSAL # P-050259		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: APRIL 5, 2005		FOR			
BUYER: CHRIS JEFFCOAT		CELLULAR TELEPHONE SERVICE (SHARED MINUTE RATE PLANS)			
VENDORS	Alltel Communications Inc.	Sprint	Verizon Wireless	Verizon Wireless with 17% discount	
Shared Pool Minutes (without two-way radio)	700 min.@ \$31.99	500 min.@ \$33.75	450 min.@39.99	\$33.1900	
Cost per min	\$0.0457	\$0.0675	\$0.0880	\$0.0737	
Additional cost per min. if the plan exceeded.	\$0.40	\$0.40	\$0.25		
Cost of mobile to mobile min.	unlimited	unlimited	unlimited		
Shared Pool Minutes (with two-way radio). Number of included two-way radio minutes	unlimited @700 min plan @ \$41.99/mo.=.06/min	unlimited@450 min plan @ \$37.50/mo.=.08/min	unlimited@450 min plan @ \$49.99/mo=.111/min	\$41.49 @ .0922/min	
Cost per min. for two-way radio if plan exceeded	N.A.	N.A.	N.A.		
Cost per min. for roaming outside of Florida	\$0.59	\$0.50	\$0.69		
Long distance, unlimited night & weekends, caller ID and voicemail are included in package.	YES	YES	YES		
Additional cost per additional phone.	Rate Plan Price	Rate Plan Price	Rate Plan Price		
Start & end times for unlimited nights & weekends	Nights 9pm-6am M-Th Weekends 9pm Friday-6am Monday	Nights -9pm-7am M-Th Weekends 9pm Friday-7am Monday	Nights 9:01am-5:59pm M-F Weekends 9:01am Friday-5:59am Monday		
Monthly cost for detailed billing.	included	\$26.25/mo plus \$150.00 one time set up fee.	Did not address cost		
Monthly cost for phone insurance	\$4.00/line/mo.	\$3.75/line/mo	\$4.99/line/mo plus a \$50.00 deductible for each approved claim.		
Billing interval	whole minutes	whole minutes	Cannot identify		
Text Messaging	included	100/ptt plan	Basic text messaging included.		
Based on 683 two-way radios units in service Annual Cost=	\$344,150.04	\$307,350.00	\$409,718.04	\$340,052.04	
Based on 293 basic units in service Annual Cost=	\$112,476.84	\$118,665.00	\$140,604.84	\$116,696.04	
<b>TOTAL ANNUAL COST FOR RATE PLANS</b>	\$456,626.88	\$426,015.00	\$550,322.88	\$456,748.08	
<b>TOTAL ANNUAL COST FOR PHONE UNITS</b>	\$966.24	\$0.00	\$59,520.24	\$49,400.14	
<b>GRAND TOTAL ANNUALLY FOR RATES &amp; PHONES</b>	\$457,593.12	\$426,015.00	\$609,843.12	\$506,148.22	

FORMAL PROPOSAL # P-050259		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: April 5, 2005		FOR			
BUYER: Chris Jeffcoat		CELLULAR TELEPHONE SERVICES (PRICING PHONES & ACCESSORIES)			
	BASIC	OTHER	OTHER	OTHER	
	PHONE				
<b>Phones:</b>					
<b>VENDOR: ALLTEL COMMUNICATIONS INC.</b>					
	Nokia 3587i	Kyocera KX 440	Motorola V262	Blackberry 7250	
	\$0.99	0.99	\$9.99	\$175.00	
<b>Please note with the phones one model may meet several categories. For example: phone may be ruggedized and have data capability.</b>					
<b>Accessories:</b>					
Car power adapter/charger	\$23.99	\$23.99	\$23.99		
Hands-free kit	\$127.99	N.A.	\$47.99		
External battery chargers	\$23.99	N.A.	\$39.99		
Additional batteries	\$47.99	\$47.99	\$47.99		
Holsters or cases	\$19.99	\$19.99	\$7.99		
Data cable/software for backing up phone book info	\$47.99	\$47.99	\$55.99		
Data cable/software for synchronizing with MS Outlook	"	"	"		
Data cable to use phone as a modem	"	"	"		
<b>ANNUAL COST (ASSUMING 432 BASIC UNITS)</b>	\$427.68				
<b>ANNUAL COST (ASSUMING 544TWO-WAY UNITS)</b>	\$538.56				
<b>GRAND TOTAL</b>	\$966.24				
<b>POSTING TIME/DATE</b>					
FROM:	/				
UNTIL:	/				
BY:					

FORMAL PROPOSAL # P-050259		LEE COUNTY, FLORIDA TABULATION SHEET	
OPENING DATE: April 5, 2005		FOR	
BUYER: Chrs Jelfcoat		CELLULAR TELEPHONE SERVICES (PRICING PHONES & ACCESSORIES)	
		BASIC	OTHER
		PHONE	OTHER
Phones:			
VENDOR: SPRINT			
Sanyo Ready Link 4920	\$0.00/2yr. Agreement	\$26.00/2yr. Agreement	\$74.00/2yr. Agreement
Samsung A760			
Sanyo Ready Link 7300			Treo 650/Camera
			\$0.00--5 free
			smart devices per
			100 lines of activation
Please note with the phones one model may meet several categories. For example: phone may be ruggedized and have data capability.			based on a 2yr Agreement. Price after the 5 free phones - \$330.00
Accessories:			
Car power adapter/charger	\$16.00	\$16.00	\$16.00
Hands-free kit	\$19.99	\$19.99	\$19.99
External battery chargers	\$20.00	\$20.00	\$20.00
Additional batteries	\$40.00	\$40.00	\$40.00
Holsters or cases	\$12.00	\$20.00	\$16.00
Data cable/software for backing up phone book info	\$45.00	\$55.00	\$45.00
Data cable/software for synchronizing with MS Outlook	"	"	"
Data cable to use phone as a modem	"	"	"
ANNUAL COST (ASSUMING 432 BASIC UNIT)	\$0.00		
ANNUAL COST (ASSUMING 544TWO-WAY UNITS)	\$0.00		
GRAND TOTAL	\$0.00		
POSTING TIME/DATE			
FROM: /			
UNTIL: /			
BY:			

FORMAL PROPOSAL # P-050259	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: April 5, 2005	FOR				
BUYER: Chris Jeffcoat	CELLULAR TELEPHONE SERVICES (PRICING PHONES & ACCESSORIES)				
	BASIC	OTHER	OTHER	OTHER	
	PHONE				
<b>Phones:</b>					
<b>VENDOR: VERIZON WIRELESS</b>					
	Nokia 6015i	Kyocera KX 440	Motorola V265	LG VX6100	
	\$39.99	69.99	\$69.99	\$119.99	
With 17% discount>>>>>>>>	\$33.19	\$58.09	\$58.09	\$99.59	
<b>Please note with the phones one model may meet several categories. For example: phone may be ruggedized and have data capability.</b>					
<b>Accessories:</b>					
Car power adapter/charger	\$24.89	\$24.87	\$24.89	\$24.89	
Hands-free kit	\$107.89	\$107.89	\$74.69	\$107.89	
External battery chargers	N.A.	N.A.	N.A.	N.A.	
Additional batteries	\$33.19	\$33.19	\$33.19	\$33.19	
Holsters or cases	\$16.59	\$16.59	\$16.59	\$24.88	
Data cable/software for backing up phone book info			\$24.88		
Data cable/software for synchronizing with MS Outlook			"		
Data cable to use phone as a modem			"		
ANNUAL COST (ASSUMING 432 BASIC UNITS)	\$14,338.08				
ANNUAL COST (ASSUMING 544TWO-WAY UNITS)	\$31,600.00				
<b>GRAND TOTAL</b>	<b>\$45,938.08</b>				
POSTING TIME/DATE					
FROM: _____ / _____					
UNTIL: _____ / _____					
BY: _____					

Carrier	# of Calls	Signal Strength			Call Quality		
		Low	Med	High	Poor	Median	Good
Sprint	9	2	5	2	2	4	3
	9	3	5	1	1	2	6
	12	3	5	4	4	2	6
	11	4	1	6	4	1	6
	10	1	8	1	2	0	8
	54			54			54
	12	1	6	5	1	5	6
<b>Sprint</b>	<b>117</b>	<b>14</b>	<b>30</b>	<b>73</b>	<b>14</b>	<b>14</b>	<b>89</b>
		12%	26%	62%	12%	12%	76%
Verizon	9	2	4	3	1	4	4
	22	9	8	5	1	0	21
	12		2	10	2	0	10
	9	1	4	4	0	0	9
<b>Verizon</b>	<b>52</b>	<b>12</b>	<b>18</b>	<b>22</b>	<b>4</b>	<b>4</b>	<b>44</b>
		23%	35%	42%	8%	8%	85%
Alltel	33	0	6	27	5	10	18
	6	0	6	0	0	0	6
	3	0	0	3	0	0	2
	29	1	0	28	0	0	29
	15	5	0	10	5	0	10
	14	2	4	8	1	0	13
<b>Alltel</b>	<b>100</b>	<b>8</b>	<b>16</b>	<b>76</b>	<b>11</b>	<b>10</b>	<b>78</b>
		8%	16%	76%	11%	10%	79%

$$176 \div 2 = \overset{\text{AVG}}{88\%} \times \overset{\text{MAX}}{30} = 26.4$$

$$170 \div 2 = 85\% \times 30 = 25.5$$

$$181 \div 2 = 90.5 \times 30 = 27.2$$

# ATTACHMENT 2



**LEE COUNTY**  
S O U T H W E S T F L O R I D A

PROJECT NO.: P-050259

OPEN DATE: April 5, 2005  
(Test phones must be provided on opening date)  
AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING: N.A.

DATE:

TIME:

LOCATION:

# REQUEST FOR PROPOSALS

**TITLE:**  
CELLULAR TELEPHONE SERVICE

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**  
P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**  
1825 HENDRY ST 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT  
PURCHASING AGENT  
PHONE NO.: (239) 344-5458



## GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Proposals", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

### 1. SUBMISSION OF PROPOSAL:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  1. Marked with the words "Sealed Proposal"
  2. Name of the firm submitting the quotation
  3. Title of the proposal
  4. Proposal number
- b. Six copies of the Proposal shall be submitted as follows:
  1. The original consisting of the Lee County proposals forms completed and signed.
  2. A copy of the original proposal forms for the Purchasing Director.
  3. Four additional copies of the original proposal forms.
- c. The following should be submitted along with the proposal in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Proposal", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your proposal; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE PROPOSAL:** If the vendor elects to submit more than one proposal, then the proposals should be submitted in separate envelopes and marked as indicated above. The second, or alternate proposal should be marked as "Alternate".
- e. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that his proposal is received by the Division of Purchasing prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is proposed, it is the vendor's responsibility to name such product with his proposal and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the proposer is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.

- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners’ stated policy objective to “Ensure all departments are aware of the availability of recycled products...” (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this proposal shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-bid. Only those proposers who attend the pre-bid conference will be allowed to submit a proposal on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to “Request for Quotations” in order to be kept on the Bidder’s List. Failure to respond to three different “request for quotations” may result in the vendor being removed from the Bidder’s List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the proposal receipt deadline.
- b. Submission of a “no bid” notice prior to the proposal receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/proposal/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/proposal/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on proposed materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this proposal from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.



18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are

to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA  
PROPOSAL PRICE FORM  
FOR  
CELLULAR TELEPHONE SERVICE

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

PRICING TO BE PROVIDED UNDER THE RFP RESPONSE FORMAT  
SEE PAGE # 23

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REV: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR:  
Cellular Telephone Services**

**SCOPE:**

The Lee County Board of County Commissioners is issuing this Request for Proposals (RFP) for the intent and purpose of establishing firm prices for standard wireless voice services and to contract with a company to provide the services specified herein.

**GENERAL INFORMATION:**

- This RFP is requesting services that fall within two (2) separate categories.
  - Wireless / Cellular Service
  - Wireless / Cellular Service w/ Two-Way Radio

Before submitting their proposal, each proposer is required to carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Failure to read and comprehend the terms and conditions of this RFP, without question or clarification, will not relieve the vendor of any obligations and responsibilities which are a part of this RFP.

Proposers must reveal in their RFP response, any action pending against their company before the Florida Public Service Commission on any matters in the hands of the Florida Attorney General that might prevent the company from fulfilling the terms and conditions of this RFP.

An agreement between the Lee County Board of County Commissioners and the awarded vendor shall not be exclusive. This RFP is intended to cover only standard wireless voice services. Lee County reserves the right to purchase other wireless products and services from vendors outside of this agreement. Such products and services may include, but are not limited to, wireless data and messaging services, wireless WAN services, special needs products, and products or services based on emerging technologies.

At the current time, the County has 976 phones in service. Each location (division or department) will have the option to purchase a phone and service in either the standard wireless category or the "wireless with two-way radio" category. The awarded company must be prepared to provide and program up to 976 phones phased in by the end of June 2005. The intent of the county is to port all existing numbers.

**TERM OF PROPOSAL:**

This proposal shall be in effect for two years, or until new proposals are taken and awarded. This proposal has the option of being renewed for three additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

- In the event that the County opts not to renew the existing agreement, the County may select from the following options:

- The County may renegotiate terms of the agreement with the existing vendor.
- The County may extend the agreement with the current vendor with amended terms without issuing an RFP or bid.
- The County may opt to issue another RFP or bid for service.
- The County will notify vendors of intentions to renew no later than 90 days prior to contract expiration.

### **DEFINITION OF A PROPOSAL**

A proposal is a purchasing method which due to its uniqueness is established around general written guidelines or a written description of need for a service, rather than a firm specification written in detail, and is used when no fixed criteria exists. Proposals require some degree of creativity from the vendor.

To evaluate competitive proposals, judgmental factors may be used to determine not only if the items being offered meet the purchase description but may also be used to evaluate competing proposals.

The effective difference between a quote and a proposal is, under competitive sealed quotations, award is made to the lowest responsive responsible quote.

Under competitive proposals, the quality of competing products or services may be compared and tradeoffs made between price and quality of the products or services offered. The evaluation is normally made based upon a numerical ranking of the major requirements stated in the specifications. These evaluation requirements should be listed in the specifications along with a point or percentage weighting. Award would be made by simply totaling the numerical rankings and awarding to the highest score.

### **BASIS OF EVALUATION:**

- Vendors will be selected by a committee comprised of County staff. Information obtained from the proposal response will be utilized by the County in determining the suitability of the vendor.
- Proposals will be scored on several categories:
  - Rate Plan Pricing & Features (30%)
  - Phone Instrument Features & Pricing (20%)
  - Vendor Value Added Features (10%)
  - Accessory Availability and Pricing (10%)
  - Vendor Reception/Coverage Results from Phone Testing and/or coverage maps (30%)
- After scoring all evaluation criteria, if a successful agreement(s) cannot be obtained, Lee County will conduct direct negotiations with the top-ranked vendor in each category.

### **DESIGNATED CONTACT**

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this proposal.

**LEE COUNTY ADMINISTRATIVE CODE**

The purchase and use of Cellular Phones is governed by Lee County Administrative Code AC-1-15. This code basically describes how Lee County departments are to purchase and use cellular phones in their area. A copy of the code can be provided upon request.

**CONTRACT**

The purchase order will act as the contract.

**INSURANCE**

Insurance shall be provided, per the attached insurance guide, see attached "Standard Contract". Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**PRICE ADJUSTMENT CLAUSE**

Because this contract can possibly span several years, Lee County will consider new rates under this contract, based on changes in the general market place. No new prices will take effect until Lee County and the awarded vendor agree to any new rates. Also, because of varying rate structures, Lee County reserves the right to negotiate different rate structures that would be more advantageous for different volumes of usage

**County Employee Discount:**

Vendors that offer discounted corporate employee rate schedules for personal use, may include that information in their proposal. This information should be addressed in the Value Added Options.

**OPTION A**

With the assistance of ITG via an enterprise server, the County has established a secure voice and text messaging communications system using Nextel BlackBerry's, dedicated to directly connected programmed users. The BlackBerry Enterprise Server and software sit behind the firewall and tightly integrates with existing enterprise systems. Specifically designed to meet the needs of enterprises and government organizations, it provides a proven, secure, open architecture for globally extending wireless communications and corporate data, including email, to mobile users.

Please answer the following questions regarding this system:

- A. Can you continue this system in uninterrupted operation.  Yes  No
- B. If you can, will it require an additional cost?  Yes  No  
If yes, please list the cost \$ \_\_\_\_\_ "

**Vendor Qualifications: ( THE FOLLOWING ARE REQUIREMENTS)**

- Only nationwide wireless carriers offering services based on TDMA, CDMA, GSM and iDEN technologies are eligible to submit proposals. Proposals will not be accepted from resellers or dealers operating in partnership with a nationwide wireless carrier.
- To qualify Lee County may require each vendor offering a proposal to provide three of each phones included in their proposals for a minimum of one week of testing. Please provide test phones at the bid opening along with your proposal. **[Models proposed that have been previously tested by Lee County are exempt from this provision.]** Each carrier and their proposed phones may be tested for signal coverage throughout the Lee County area, and specifically for coverage inside Lee County buildings. (Testing maximum=10 buildings)
  1. Only vendors with suitable coverage and signal strength will be considered for a contract.
  2. In the event that a vendor generally has sufficient signal coverage, but significant areas of weak signal strength inside of Lee County buildings, Lee County may consider a vendor for a contract agreement contingent upon the vendor installing a repeater (or providing other suitable signal improvements) at the vendor's cost.
- By submitting a proposal, qualifying vendors agree to all requirements, terms, and conditions outlined in this RFP document unless otherwise stated in their proposal. Any and all exceptions or amendments to the RFP must be submitted in your proposal. Lee County reserves the right to accept, negotiate or reject any such exceptions or amendments.
- Vendors responding to "Wireless with Two-Way Radio" category must have the two-way radio feature currently in place and have been providing the service in Lee County.

**Rate Plans:**

- All proposed rate plans must include the following features:
  - All plans must include the ability to pool rate plan minutes for all lines on a parent account. Each location (division or department) will be a child account under the parent account.
  - Pooled mobile-to-mobile minutes must be included in all rate plans.
  - National long distance must be included in the basic rate plan.
  - Unlimited nights and weekends. Please define your nights and weekend plan.. Include your time frames.
  - Caller ID.
  - Voicemail
- All rate plans must include the following options:
  - Phone insurance.



- Rate plans **must not** include roaming fees within the State of Florida.
- Unlimited text messaging.
- Detailed billing.
- Picture phone capability
- 911 GPS
- All “mobile-to-mobile” minutes must apply to **any** phones serviced by the same vendor.
- Billing intervals for phone calls will be considered when assessing rate plans. A “billing interval” is defined as the smallest block of time that may be billed for a phone call. For example, some companies bill by the whole minute, fractions of a minute, or by the second. Smaller billing intervals will score higher in the evaluation of rate plans.

**Telephone Instruments:**

- Each vendor must propose at least two phone models, including:
  - A basic phone.
    - Size not to exceed, 5”H x 2”W x 1.5”D
    - Weight not to exceed six (6) ounces
    - Vibrate mode
  - A small phone with the following features:
    - Size not to exceed, 3.5”H x 2”W x 1.1”D
    - Weight not to exceed 5 ounces
    - Vibrate mode
    - Flip phone with external display for caller ID.
    - Includes case or holster
  - A ruggedized phone.
  - A data capable phone.
- The County may require a standardization of phone models and said models will be selected from the vendor’s current telephone inventory.
- Each vendor must offer a phone that meets the specifications for each category at the proposed price for the duration of the agreement. In the event that phone models change during the term of the contract, the successful vendor(s) must provide an equivalent or better model meeting all of the specifications of this RFP at no additional cost. “Equivalent models” that fail to perform according to the RFP specification must be replaced with a phone that will perform correctly the day following a customer complaint. All such complaints will be tracked by Lee County and used to evaluate the counties position on renewal.

- All phones must include a minimum of a one-year warranty.
- The following accessories must be available for all phones.
  - Hands-free kit
  - Car power cord / charger
  - Additional batteries (of equal or greater capacity than the original battery)
  - External battery charger
  - Holsters and phone cases
- Availability of the following accessories will provide additional points in the evaluation of Vendor Value Added Features & Services..
  - Data synchronization kit including a data (USB) cable and software to allow the phone's phone book to be backed up and/or synchronized with Microsoft Outlook or Groupwise.
  - Data cable kit that allows the phone to be used as a modem.
- Discounted accessory pricing may be provided on a per-item basis, or as a percentage discount from the company's retail consumer rates. In the event that an accessory is available from the vendor through multiple channels or with multiple pricing structures, the lowest price available to the public in the vendor's stores, catalogs, or web sites will be considered the retail price. The discount will be calculated based on that price.

**Service Agreements:**

- Vendors awarded contracts must agree to the following service and support terms:
  - The vendor must provide three of each proposed phone models, at no additional cost, to be used as loaners for lost, damaged, or stolen phones. The vendor may opt to handle loaner phones in one of two ways.
    - The vendor may provide the required loaner phones to the County's Information Technology Department so that loaners may be handled internally within the County. With this option, the vendor must agree to provide same-day ESN changes and programming so that phones may be immediately distributed by county staff.
    - The vendor may opt to keep the phones and handle loaner distribution. In the event that the vendor selects this option, they must agree to program and deliver loaner phones directly to the requesting division or department no later than next business day.

- In the event that all county loaners have been distributed to staff awaiting repairs or replacement phones, the vendor agrees to provide a loaner for any additional phones that have been sent to the manufacturer or a manufacturer authorized service center for repair.

**Training:**

- The vendor awarded the contract for cellular plus two-way radio service must agree to provide training to county staff upon request. The vendor must be prepared to train staff on the following utilities:
  - Adding phone numbers into phone book.
  - Using the two-way radio feature.
  - Enabling / disabling the speaker phone.
  - Enabling / disabling the “auto-answer” feature.
  - Using silent / vibrate mode with two-way radio feature.

**Existing County Contracts:**

- Award of a contract resulting from this RFP shall negate any existing contract accepted by Lee County divisions and departments. Such contracts shall be immediately converted to the successful vendor’s proposed pricing schedules under this RFP.

**Billing:**

- Vendors will provide an account per division or department.
- Vendors will provide a single detailed invoice per account. Each invoice must include a summary of charges by phone number.
- Vendors must be able to provide two copies of the invoice at no additional cost.
- Vendors with the ability to provide web access to invoices will receive additional consideration in the “value added” scoring.
- Billing cycles are not to be shorter than Net 30.

**Partnership:**

Nothing contained in this RFP document shall be construed or advertised as a partnership between the awarded vendor and the Lee County Board of County Commissioners.

**Natural Disasters**

Proposers must address in their proposal how their company can assure the County that during natural disasters, such as hurricanes, floods.... etc., that your company can provide continued uninterrupted service to all County departments and divisions. Address this in the Value Added area.

**Delivery of Cellular Equipment**

The contractor shall program and deliver equipment and accessories, within five working days, after receipt of purchase order.

**Cellular Phone Model Change**

Any new commodities, which as a result of revisions, alterations or technical improvements, meet or exceed the requirements of this quotation, must be offered for approval to Lee County for consideration for replacement of the discontinued models. The replacement's pricing must not exceed the price of the item it replaces.

**Instruction Manuals**

The contractor shall provide one (1) operating instruction manual or laminated card with each each cellular phone purchase. The manual or laminated card shall cover the basic procedures required to originate calls, answer calls and use of the operating features of the cellular phone supplied. The cost of these manuals or laminated cards shall be included in the unit purchase price.

**Battery Disposal**

As a byproduct of cellular phone usage, the rechargeable batteries become useless and need to be replaced. It will be the responsibility of the contractor to provide Lee County with some method of disposing of these batteries that is in compliance with all Federal, State and local laws.

**Hurricane Season**

In order for Emergency Management to be adequately prepared for each hurricane season, it will be a requirement of this specification that the awarded vendor shall supply Lee County with cellular phones for this purpose. Approximately twenty-five phones will be provided to Lee County in June of each year. At the end of the season, the phones can be returned to the vendor until the following season. It is preferred that these phones have higher output than the typical cellular phone. There shall be no monthly access fee for these phones. Lee County will only pay for the usage of the phones.

**Emergency Purchases**

Lee County reserves the right to purchase items on an as-needed and/or emergency basis either from other sources or existing County annual quotations(which may include similar items). In an emergency situation, Lee County reserves the right to purchase cellular equipment/services covered by this contract from other sources.

**Disclosure:**

Proposers must reveal in their RFP response, any action pending against their company before the Florida Public Service Commission or any matters in the hands of the Florida Attorney General that might prevent the company from fulfilling the terms and conditions of this RFP contract.

## **RFP Response Format**

Each proposer must provide six copies of all RFP responses in the following format:

- All RFP responses must be tabbed and bound with the following information included:
  - Section 1: Introduction
    - Letter responding to the RFP indicating request to be considered for the contract for both of the following RFP categories:
      - Wireless phone service.
      - Wireless phone services plus two-way radio.

The letter must include a statement clearly indicating agreement to comply with all terms and conditions outlined in the request for proposal.

- Brief summary of company offerings, including which wireless technologies and protocols are used by the company.
    - Coverage maps for the state of Florida.
    - Dropped call and “no-connect” statistics.
  - Section 2: Rate Plans
    - Individual Rate Plan Summary, including:
      - Individual (single-phone) rate plans.
      - Pooled-minute rate plans.
    - The following information must be included for each rate plan:
      - Number of included “anytime” minutes.
      - Additional cost per minute for airtime if the plan is exceeded.
      - Number of included “mobile-to-mobile” minutes.
      - Number of included two-way radio minutes (if applicable).
      - Additional cost per minute for two-way radio service if the plan is exceeded.
      - Cost per minute for roaming outside of Florida
      - Statement that the following features are included in the package at no additional cost:
        - Long distance
        - Unlimited nights and weekends
        - Caller ID
        - Voicemail
      - Monthly cost per additional phone (for pooled rate plans).
      - Start and end times for unlimited nights and weekends plan.
      - Monthly cost for detailed billing.
      - Monthly cost for phone insurance.

- Billing interval (whole minute, partial minute, second, etc.) for all call types (regular cellular, mobile-to-mobile, and two-way radio).
- Section 3: Phone Equipment
  - List of proposed phone equipment with specifications, included accessories, and prices.
  - Prices of the following accessories for each phone:
    - Car power adapter / charger.
    - Hands-free kit.
    - External battery chargers.
    - Additional batteries.
    - Data cable / software for backing up phone book info (if available).
    - Data cable / software for synchronizing contact info with MS Outlook (if available)
    - Data cable to use phone as a modem (if available).
    - Holsters or Cases
  - Accessory pricing may be provided in a form of a price list with discounted prices, or a percentage of discount from retail.
- Section 4: Value Added Options
  - Include documentation of options and services that set your company apart from competition. These items must be items of value to the County.
  - Include information related to web services for invoice review and account management.
  - Address how your firm will provide continued uninterrupted service during and after natural disasters hurricanes, floods....etc. Please detail how this assurance will be provided to the County.
  - Include information regarding discounted corporate employee rate schedules for personal use by county employees.

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease limit per employee

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. **Verification of Coverage:**

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:



1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).
3. Special Requirements:
  - a. An appropriate "Indemnification" clause shall be made a provision of the contract.
  - b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

#### Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

**MAILING ADDRESS**

Lee County Purchasing  
P.O. Box 398 or  
Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**

Lee County Purchasing  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number  
Opening Date and/or Receiving Date

13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here \_\_\_\_\_

and check one of the following:

Do not offer this product  Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_

\_\_\_\_\_



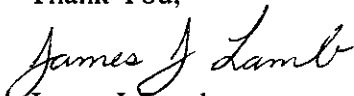
**James J. Lamb**  
Sr. Account Executive  
Sprint Business Solutions  
1520 Lee St.  
Ft. Myers, Florida 33901  
Voice 239-263-6258  
Fax 239-263-6269  
[james.lamb@mail.sprint.com](mailto:james.lamb@mail.sprint.com)

Sprint appreciates the opportunity to participate in the bid process for Lee County's wireless voice services and looks forward to providing the best wireless service in Southwest Florida to Lee County.

In our response to the Request for Proposal you will find aggressive rate plans as well as details on what we believe to be the most feature-rich phone instruments in the industry. ***In addition, our strategy regarding accessories and our Value Added features should prove to be extremely beneficial to the County.***

Sprint does agree to the vast majority of the County's terms and conditions but we do have a few exceptions and suggestions outlined in the section tabbed Comments and Exceptions. We welcome further discussion and negotiation on any of the items listed in this section.

Thank You,

  
James J. Lamb  
Sr. Account Executive

## Brief Summary of Wireless Offerings, Including Wireless Technology Protocol

The Sprint PCS Clear Wireless Workplace is the idea of an office not limited by walls, but encompassing virtually everywhere – the entire advanced Sprint Nationwide PCS Network, as well as domestic and international areas covered by roaming agreements. By enabling you and your employees to conduct business virtually anywhere, the Sprint PCS Clear Wireless Workplace helps your company gain a competitive advantage. It creates new business opportunities and delivers increased employee productivity through enhanced communications and streamlined processes. The Sprint PCS Clear Wireless Workplace delivers transparent, tightly integrated solutions to your wireless communication challenges.

### **Advanced Sprint Nationwide PCS Network**

Sprint has the most complete, all-digital, wireless network in the nation, reaching more than 280 million people.

Beyond coverage, the advanced Sprint Nationwide PCS Network delivers the most advanced digital wireless technology in the U.S. Built using one technology – CDMA (or Code Division Multiple Access) – the network provides unsurpassed clarity in both digital voice and data across the nation. CDMA offers more dependable connections, fewer dropped calls and the highest level of security of any wireless technology.

The uniformity of our CDMA technology and our third generation network enables high-speed wireless access to the Internet and company networks. Packet-based like the Internet itself, our third generation technology offers dependable “always-on” connectivity.

The advanced Sprint Nationwide PCS Network is overseen by two geographically separate, secured facilities that ensure reliability and survivability. Staffed 365 days a year, 24 hours a day, these facilities provide proactive security based on industry-best practices. Single points of failure are minimized by extensive network redundancy and strategic base-station deployment.

### **Sprint PCS Vision<sup>SM</sup>**

Sprint PCS Vision, a new suite of advanced multimedia services powering the Sprint PCS Clear Wireless Workplace. Delivering clarity you and your employees can see and hear, Sprint PCS Vision offers rich color visuals, quick connections to the Internet and your company’s network and other services that are easy to learn and use and work the same way across the advanced Sprint Nationwide PCS Network.

### **Sprint PCS Business Connection<sup>SM</sup> Enterprise Edition**

Sprint PCS Business Connection Enterprise Edition is a network-based, enterprise-wide premium business application designed to increase your employees’ mobile productivity while increasing your company’s bottom line. Put it to work for your company and give your employees remote, secure, real-time access to:

#### **Business email**

Read, reply to, forward, delete, compose and select recipients for your company email as well as view email attachments.

### **Company directory and contacts**

Search, view, call and email contacts from your company directory. Also add and edit your personal contacts.

### **Work calendar**

View daily summaries and details by navigating through various dates.

### **Files/information on your PC hard drive**

Browse folders, download and view documents from any device using a PC browser or Pocket Internet Explorer.

Sprint PCS Business Connection<sup>SM</sup> Enterprise Edition's convenient Web interface allows employees to customize their experience while its innovative Web tools help administrators manage employee usage. Sprint PCS Business Connection<sup>SM</sup> Enterprise Edition works with your company's Microsoft Exchange or Lotus Domino email servers and, as a network-based application, doesn't require any new hardware or software installations.

### **Sprint PCS Connection Cards**

Some employees may need to use their phones and have data connectivity through their laptops or handheld devices at the same time. For these employees, there's the Sprint PCS Connection Card.

Employees insert the Sprint PCS Connection Card into the PCMCIA type II slot on their mobile computing devices and get immediate access to email and other important data from the wireless Internet or your company's network without having to search for a phone jack. They'll have all the information they need – virtually anywhere on the advanced Sprint Nationwide PCS Network.

### **Smart Devices**

Smart Devices integrate voice and data capabilities to suit the wireless needs of business customers. These devices are your employees' touch points to our rich range of services, from the clear advantages of Sprint PCS Advanced Voice Services to the opportunity-creating Sprint PCS Vision. Operating on the advanced Sprint Nationwide PCS Network, Sprint PCS Vision represents a revolution in mobile communications offering a whole new way to look at wireless. Sprint PCS Phones are made by the world's leading phone manufacturers, including Sanyo® and Samsung®. Employees who use a PDA will appreciate having their Sprint PCS Phone and PDA in one convenient device. They'll be able to update their address book, check inventory in between meetings and view email. Sprint also offers standard Sprint PCS Phones with full-color screens and graphics to enhance your employees' wireless experience. For those employees who need to gain online access through their laptops and other wireless handhelds, Sprint PCS Connection Cards make it easy.

### **Sprint PCS Ready LinkSM**

With Sprint PCS Ready LinkSM, your employees enjoy faster connections to key business contacts than ever before. Rather than having to make a call, employees with Sprint PCS VisionSM Ready Link Phones simply push a button and communicate walkie-talkie style with other Sprint PCS Ready Link users. Wherever they are on the nation's most complete, all-digital wireless network, your employees can exchange information that's necessary to complete their tasks – quickly and more efficiently than they could when making a regular phone call.

### **Management Tools**

Sprint offers management tools to ensure the balance sheet is angled in your favor. By minimizing the resources needed to administer our wireless solutions, your productivity gains keep ahead of our wireless expenditures.

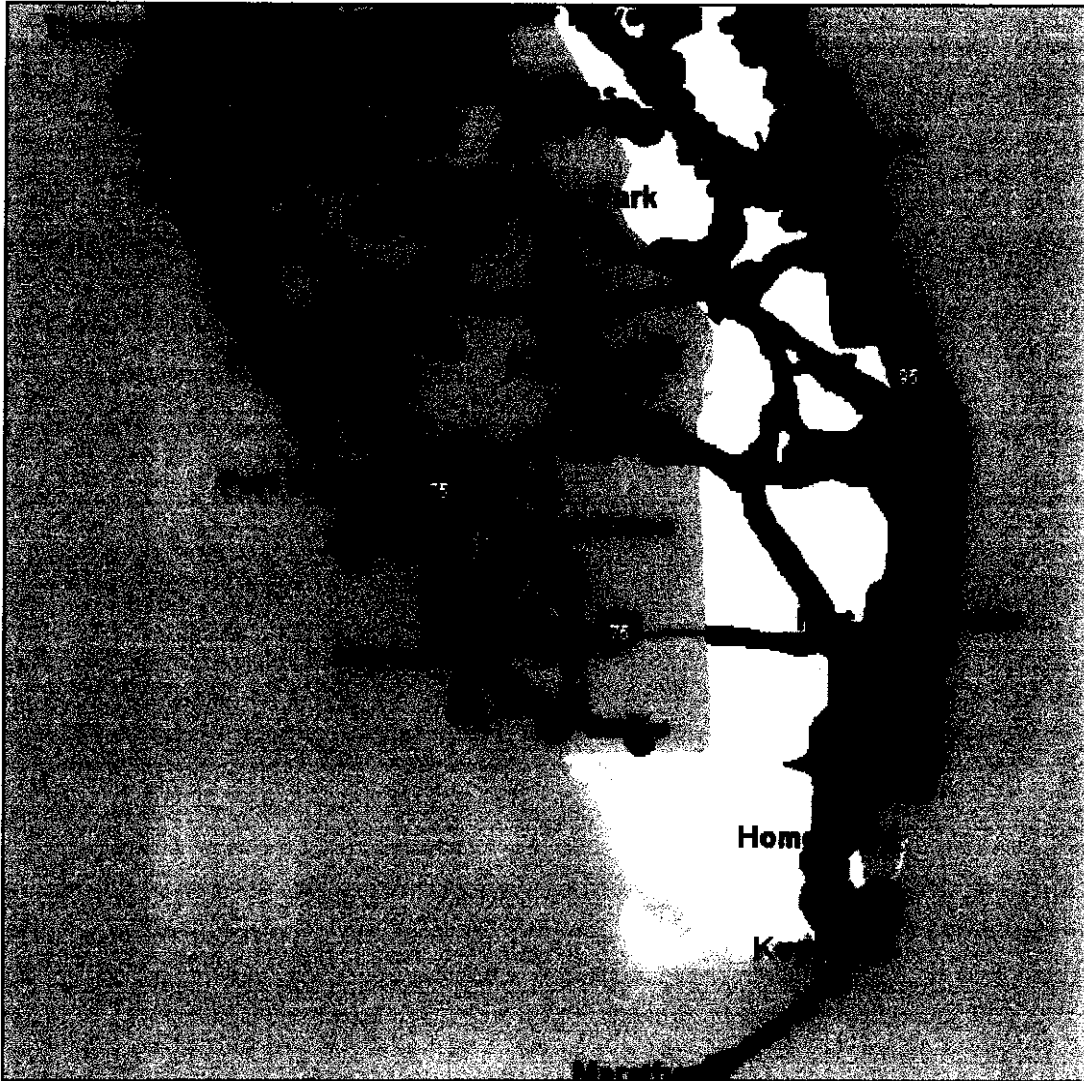
#### **Sprint PCS eBilling & AnalysisSM**

Sprint PCS eBilling & Analysis is a Web-enabled reporting tool that gives you access to standard wireless invoice information on a monthly basis. It helps businesses monitor their corporate accounts, analyze their nationwide usage and plan their telecommunications budgets.

- View invoice information on an Internet browser anytime, anywhere with Web-based access
- Access invoice information securely, thanks to user authentication and 128-bit encryption
- An intuitive user interface ensures that the information can be analyzed in a way that's valuable to you and lets you generate reports quickly and easily
- Assign editing and reporting duties to others in your organization while maintaining control
- Monitor both voice and data usage through one tool

## Coverage Maps

The following pages are basic coverage maps of the state of Florida. They are generic in nature. We would be glad to have a formal meeting in which we could review our actual Network Maps with the County. These maps would provide a more detailed overview of our coverage area.

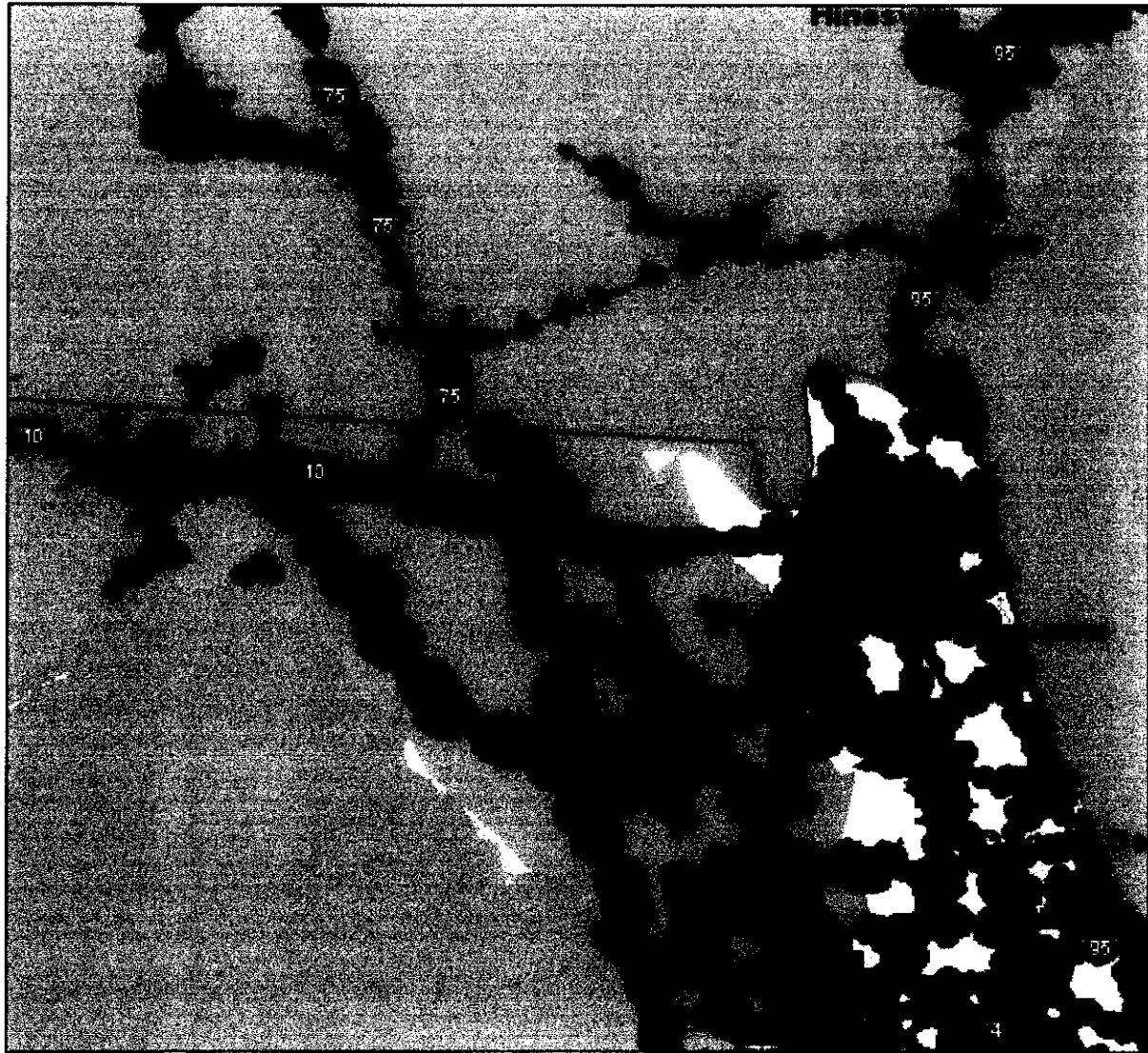


Dark Green - Excellent Coverage  
Green - Good Coverage  
Light Green - Average Coverage  
White - No Coverage



Dark Green - Excellent Coverage  
Green - Good Coverage  
Light Green - Average Coverage  
White - No Coverage





Dark Green - Excellent Coverage  
Green - Good Coverage  
Light Green - Average Coverage  
White - No Coverage

Dropped call and "no-connect" statistics

**Below are our 2004 totals for Southwest Florida.**

<b>Total Minutes Used</b>	<b>666,405,126</b>
<b>Total Attempts</b>	<b>415,935,915</b>
<b>Total Completions</b>	<b>408,906,497</b>
<b>Total Calls Blocked</b>	<b>7,029,418</b>
<b>Total Dropped Calls</b>	<b>5,010,336</b>
<b>% of Calls Blocked</b>	<b>1.69%</b>
<b>% of Calls Dropped</b>	<b>1.23%</b>

## **Rate Plans**

We are providing three different types of rate plans;

**Free and Clear Plans** – our simplest plans for those who do not need “walkie-talkie” Ready Link Service or wireless data applications such as voice mail or internet access.

**Ready Link Plans** – for those who want to use Sprint’s “walkie-talkie” Ready Link service.

**Total Wireless Access** – our most robust and feature-rich plan for those who need voice and data capabilities such as email connectivity or internet access.

*The following three pages outline the details and costs of each type of plan.*

**Free and Clear Plans** - Our most simple plan, for those who do not need our “walkie-talkie” Ready Link Service or wireless data applications such as voice mail or internet access.

<b>Per Month</b>	\$30.00	\$33.75	\$41.25	\$52.50	\$63.75	\$78.75	\$90.00
<b>Anytime Minutes</b>	300	500	700	1100	1400	2000	2500
<b>Night &amp; Weekend Minutes</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Sprint PCS to Sprint PCS Calling</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Sprint PCS Shared Minutes</b>	Included	Included	Included	Included	Included	Included	Included

- Unlimited means it does **NOT** count against your pool of minutes
- Also included is no Long Distance Charges if on the Sprint PCS Nationwide Network, Caller ID and Voicemail
- Night & Weekend Minutes can be used from Monday through Thursday 9pm to 7am and Friday 9pm to Monday 7am
- Prices do not include Sprint surcharges in the amount of \$0.80 per month and USF charges that may vary by month
- Additional cost per minute if plan is exceeded is \$0.40
- Cost per minute for domestic roaming is \$0.50
- Cost per minute for domestic roaming long distance is \$0.25
- \$3.75 per month for a Roaming Plan. No roaming charges would apply.
- Phone Insurance is \$3.75 per month
- All billing intervals are whole minutes

**Ready Link Plans** – For those who want to use Sprint’s “walkie-talkie” Ready Link service.

<b>Per Month</b>	\$37.50	\$48.75	\$54.00	\$60.00	\$71.25	\$78.75	\$90.00
<b>Anytime Minutes</b>	450	800	1000	1200	1500	2000	2500
<b>Unlimited Ready Link Connections</b>	Included	Included	Included	Included	Included	Included	Included
<b>Night &amp; Weekend Minutes</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>PCS-to-PCS Calling</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>PCS Shared Minutes</b>	Included	Included	Included	Included	Included	Included	Included
<b>SMS Text Messages</b>	100	100	100	100	100	100	100

- Unlimited means it does **NOT** count against your pool of minutes
- Also included is no Long Distance Charges if on the Sprint PCS Nationwide Network, Caller ID and Voicemail
- Night and Weekend Minutes can be used from Monday through Thursday 9pm to 7am and Friday 9pm to Monday 7am
- Prices do not include Sprint surcharges in the amount of \$0.80 per month and USF charges that may vary by month
- Additional cost per minute if plan is exceeded is \$0.40
- Cost per minute for domestic roaming is \$0.50
- Cost per minute for domestic roaming long distance is \$0.25
- \$3.75 per month for a Roaming Plan. No roaming charges would apply.
- Phone Insurance is \$3.75 per month
- All billing intervals are whole minutes

**Total Wireless Access Plans** – our most robust and feature-rich plan for those who need voice and data wireless capabilities such as email connectivity or internet access.

<b>Per Month</b>	\$48.75	\$60.00	\$71.25	\$82.50	\$93.75	\$108.75	\$127.50	\$138.75
<b>Anytime Minutes</b>	600	1000	1400	2000	2500	3500	4500	6000
<b>Night &amp; Weekend Minutes Starting at 7pm</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>PCS-to-PCS Calling</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>PCS Shared Minutes</b>	Included	Included	Included	Included	Included	Included	Included	Included
<b>PCS Vision Access Pack</b>	Included	Included	Included	Included	Included	Included	Included	Included

- Unlimited means it does **NOT** count against your pool of minutes
- Each Sprint PCS Total Wireless Access plan also allows up to 50% of your monthly usage for domestic roaming off the Sprint Nationwide PCS Network, reaching 280 million people
- Also included is no Long Distance Charges if on the Sprint PCS Nationwide Network, Caller ID and Voicemail
- Night and Weekend Minutes can be used from Monday through Thursday 7pm to 7am and Friday 7pm to Monday 7am
- Prices do not include Sprint surcharges in the amount of \$0.80 per month and USF charges that may vary by month
- Additional cost per minute if plan is exceeded is \$0.35 on the 600 minute plan, \$0.30 on the 1000 and 1400 minute plan, \$0.25 on the 2000 and 2500 minute plan and \$0.20 on the 3500, 4500 and 6000 minute plan
- Cost per minute for domestic roaming is \$0.50
- Cost per minute for domestic roaming long distance is \$0.25
- Phone Insurance is \$3.75 per month
- All billing intervals are whole minutes

## Phone Equipment

The Request for proposal calls for four different types of phones to be submitted with the response. Sprint's four phones are as follows;

**- Basic Phone – Sanyo Ready Link 4920**

Retail Price - \$189.99

**Price of Phone to Lee County - \$0.00 based on 2 year agreement**

***FREE SANYO READY LINK 4920s THROUGH  
THE TERM OF THE CONTRACT***

- Size not exceed 5”H x 2”W x 1.5”D
- Weight not to exceed 6 ounces
- Vibrate mode

**Specifications**

<b>Operating Mode:</b>	Dual-Band/Tri-Mode: This phone may be used on and while roaming off the enhanced Sprint Nationwide PCS Network.
<b>Dimensions:</b>	4.22" x 1.85" x .89"
<b>Battery Type:</b>	Lithium Ion (Li-Ion)
<b>Battery Life:</b>	About <b>5.5 hours</b> talk time or <b>7 days</b> of stand-by time. Analog mode uses more battery, about 2.5 hours talk and 33 hours stand-by.
<b>Weight:</b>	4.03 oz

**Features**

<b>Sprint PCS Ready Link<sup>SM</sup> Capable</b>	Now you can enjoy the convenience of quick, "walkie-talkie-style" communication at the touch of a button with one or several Ready Link <sup>SM</sup> users anywhere you go on the most complete, all-digital, wireless network in the nation. <a href="#">View Flash Demo</a>
<b>Long Battery Life</b>	Standard rechargeable Li-Ion battery provides up to 5.5 hours continuous talk time or up to seven days continuous standby time in digital mode.
<b>SMS Text Messaging Capable</b>	Send, receive, and reply to text messages instantly with an SMS-capable Sprint PCS Phone across the room or across the country while on the enhanced Sprint Nationwide PCS Network.

<b>Full-Color Screen</b>	Vibrant 1.6" STN display with 65K colors.
<b>Voice Recorder</b>	Say the name of the person you want to call and the number is dialed automatically without using the keypad.
<b>Voice-Activated Dialing</b>	Say the name of the person you want to call and the number is dialed automatically without using the keypad.
<b>Customizable Picture Caller ID</b>	Know who's calling you by linking downloaded images and photos to the contacts in your internal phone book.
<b>Built-In Speakerphone</b>	Hands-free operation of your phone is made easy with the built-in speakerphone.
<b>Built-In Ring Tones</b>	Choose from 11 multi-chord, melodic ring tones and eight traditional ring tones, including vibrating alert.
<b>Customizable Font Sizes and Background Screens</b>	Choose different font sizes when sending messages or accessing your browser. Choose one of four background screens for your phone's display.
<b>Two Internal Phone Books</b>	Standard phone book holds 300 entries, each storing seven numbers, with a total capacity for 500 numbers and 300 email and Web addresses. Separate Ready Link Phone Book provides easy access to 200 personal contacts and 200 company-provided contacts.
<b>Built-In Personal Tools and Planner</b>	Includes an alarm clock that can be set one time or daily, a calendar with a to-do list and scheduler, calculator, and world clock.
<b>2.5mm Universal Jack</b>	Accommodates most standard headsets for hands-free operation.
<b>Multiple Languages</b>	Supports English and limited Spanish text prompts.
<b>E911 Emergency Location Capable</b>	Features an embedded Global Positioning System (GPS) chip necessary for utilizing the E911 emergency location services, where available.
<b>TTY Compatible</b>	Compatible with select TTY devices.
<b>Sprint PCS Vision Capabilities</b>	Messaging, Games, Ringers, Screen Savers, Web, and Sprint PCS Business Connection <sup>SM</sup>

### Optional Accessories

<b>Vehicle Power Adapter</b>	This charging option enables you to power your phone and charge the battery at the same time. Plugs into any vehicle charging port.
<b>Standard Battery</b>	This Li-Ion battery provides up to 5.5 hours digital talk time and up to 7 hours standby.



<b>AC Adapter/Travel Charger</b>	This lightweight, compact charger plugs directly into your phone to charge the battery. Plugs into any standard 110-220V 60 Hz outlet.
<b>Desktop Charger</b>	This convenient, dual-slot charging stand provides a secure place to charge your Sprint PCS Phone and extra battery (second battery purchased separately). This charger must be used in conjunction with the AC Adapter/Travel Charger.
<b>Belt Clip Holster</b>	Hard plastic holster is designed specifically for the RL-4920 by Sanyo® with integrated clip for securely attaching the phone to a belt or purse strap.
<b>Body Glove Case</b>	This case, designed by Body Glove, uses the SCUBA line of material to provide maximum protection. This durable, rubberized material provides a unique look and feel for your RL-4920 by Sanyo.
<b>Leather Case</b>	This case is custom-designed to fit the RL-4920 by Sanyo in the most secure fashion. It is made from high-quality leather to make it attractive and durable.

### **Sanyo Ready Link 4920 Accessory Pricing**

**All accessories could potentially be FREE. See our Value Added Options.**

Car power adapter / charger	\$16.00
Hands-free kit	\$19.99
External battery charger	<b>Included with the phone (\$20.00 for extra)</b>
Additional battery	\$40.00
Data cable / software for backing up phone book info	\$45.00
Data cable / software for synchronizing contact info w/ MS Outlook	N/A
Data cable to use phone as a modem	<b>SAME AS DATA CABLE FOR PHONE BOOK INFO</b>
Holsters / Cases	\$12.00

**- Small Phone with the following features – Samsung A760**

Retail Price - \$219.99

**Price of Phone to Lee County - \$26 (\$150 service credit based on 2 year agreement \* plus 20% discount off retail)**

**\* \$150 service credit is valid through the length of the contract**

**\* 20% Discount expires 07/09/2005. New promotions are typically introduced but can not be guaranteed**

- Size not exceed 3.5”H x 2”W x 1.1”D
- Weight not to exceed 5 ounces
- Vibrate mode
- Flip phone with external display for caller ID
- Includes case or holster

**Specifications**

**Operating Mode:** Dual-Band/Tri-Mode This phone may be used on and while roaming off the Sprint Nationwide PCS Network.

**Dimensions:** 3.5" x 1.8" x 1.0"

**Battery Type:** Lithium Ion (Li-Ion)

**Battery Life:** Up to **3 hours** continuous digital talk time. Analog mode uses more battery, up to 1.6 hours continuous talk time.

**Weight:** 3.46 oz

[Download User's Guide \(requires Acrobat\)](#)

**Features**

**Built-in Digital Camera** Capture pictures with up to 4x digital zoom. Choose from a variety of different color tones, brightness levels, and white balance settings. Customize your own camera shutter sounds and attach fun frames to personalize your photos.

**Sprint PCS Picture Mail Capable** Take a picture anytime and send it to family and friends instantly while on the Sprint Nationwide PCS Network.

**SMS Text Messaging** Instantly send and receive SMS Text Messages across the room or across the country while

<b>Capable</b>	on the Sprint Nationwide PCS Network. It's the coolest way to talk, without the talk.
<b>Predictive Text Input</b>	Compose your messages easier and faster with prediction text input using the phone's built-in dictionary. T9® text input lets the device predict the text you enter; it makes sending message simple and more efficient.
<b>Enhanced Voice Recognition</b>	Say the name of any entry in your phone book, or simply say the phone number you want to call digit-by-digit, and the number is dialed automatically without using the keypad. Or say "status" and the phone will respond audibly with your phone's coverage, the current signal, and the battery strength. This feature is speaker-independent, so there's no need to train the phone to respond to any one person's voice.
<b>Large, Full-Color Screen</b>	Vibrant 1.1" x 1.38" main screen with 65K colors provides easy reading and a rich, full-color experience.
<b>Innovative Slide Show Screen Saver</b>	Create your own slide show with up to 10 different pictures. You can view the pictures in succession and use them as rotating screen savers to give your phone a constantly-changing look.
<b>Customizable Picture Caller ID</b>	Customize your caller ID by linking a downloaded image or photo to a specific phone number in your contact list.
<b>Customizable Display Screens</b>	Choose from a variety of pre-set images to customize your main and external displays and make them unique to you.
<b>Built-in Ring Tones</b>	Choose from 29 ring tones, offering a variety of traditional ring tones as well as polyphonic (32-chord), melodic ring tones and vibrating alert.
<b>Voice Memo/Recorder</b>	Record up to 10 memos, notes, and reminders for playback when needed. Each of these can be up to one minute in length.
<b>Internal Phone Book</b>	Assign up to 299 entries, each storing six numbers, with a total capacity for 299 numbers and 299 email and Web addresses.
<b>Built-in Productivity Tools and Planner</b>	Work easily while on the go: access your calendar, schedule appointments, check your to-do list, and more. Also includes a calculator, world clock, and alarm clock.
<b>Customizable Application Shortcut Keys</b>	Personalize your "launch pad" based on the applications you most frequently use. Assign your navigation keys to application shortcuts for quick access.
<b>2.5mm Universal Jack</b>	Accommodates most standard headsets for hands-free operation.
<b>Multiple Languages</b>	Supports English and limited Spanish text prompts.
<b>E911 Emergency Location Capable</b>	Features an embedded Global Positioning System (GPS) chip necessary for utilizing the E911 emergency location services, where available.

**TTY Compatible**

Compatible with select TTY devices.

**Sprint PCS Vision Capabilities**

Sprint PCS Picture Mail, Messaging, Games, Ringers, Screen Savers, and Web.

**Optional Accessories**

**Vehicle Power Adapter**

This charging option enables you to power your phone and charge the battery at the same time. Plugs into any vehicle charging port.

**Extended Battery**

This Li-Ion battery provides up to 4 hours digital talk time (actual time may vary).

**Adapter/Travel Charger**

This lightweight, compact charger plugs directly into your phone to charge the battery. Plugs into any standard 110-220V 60 Hz Outlet.

**Hands-Free Kit**

Increase safety by being able to drive and talk with both hands on the wheel. Continuous charging allows you the convenience of a charged battery at all times. No complicated wired installations just plug and use from a vehicle power outlet.

**Leather Case**

This case is custom designed to fit the RL-A760 by Samsung in the most secure fashion. It is made from high-quality leather to make it attractive and durable.

**Holster**

Hard plastic holster is designed specifically for the PM-A740 by Samsung with integrated clip for securely attaching the phone to a belt or purse strap.

**Body Glove Case**

This case, designed by Body Glove, uses the SCUBA line of material to provide maximum protection. This durable, rubberized material provides a unique look and feel for your PM-A740 by Samsung.

**Samsung A760 Accessory Pricing**

All accessories could potentially be FREE. See our Value Added Options.

Car power adapter / charger	\$16.00
Hands-free kit	\$19.99
External battery charger	<b>Included with the phone (\$20.00 for extra)</b>
Additional battery	\$40.00
Data cable / software for backing up phone book info	\$55.00
Data cable / software for synchronizing contact info w/ MS Outlook	N/A
Data cable to use phone as a modem	<b>SAME AS DATA CABLE FOR PHONE BOOK INFO</b>
Holsters / Cases	\$20.00

**- A Ruggedized Phone – Sanvo Ready Link 7300**

Retail Price - \$279.99

**Price of Phone to Lee County - \$74 (\$150 service credit based on 2 year agreement \* plus 20% discount off retail)**

**\* \$150 service credit is valid through the length of the contract**

**\* 20% Discount expires 07/09/2005. New promotions are typically introduced but can not be guaranteed)**

<b>Specifications</b>	
<b>Operating Mode:</b>	Dual-Band/Tri-Mode: This phone may be used on and while roaming off the enhanced Sprint Nationwide PCS Network.
<b>Dimensions:</b>	3.71" x 1.97" x 1.12"
<b>Battery Type:</b>	Lithium Ion (Li-Ion)
<b>Battery Life:</b>	About <b>3 hours</b> talk time or <b>4 days</b> of stand-by time. Analog mode uses more battery, about 1.5 hours talk and 22 hours stand-by.
<b>Weight:</b>	4.24 oz
<b>Features</b>	
<b>Sprint PCS Ready Link<sup>SM</sup> Capable</b>	Now you can enjoy the convenience of quick, "walkie-talkie-style" communication at the touch of a button with one or several Ready Link <sup>SM</sup> users anywhere you go on the most complete all-digital wireless network in the nation. <a href="#">View Flash Demo</a>
<b>Rugged Style</b>	Sprint PCS® Phone designed to minimize wear and tear (not water resistant).
<b>Two Internal Phone Books</b>	Standard phone book holds 300 entries. Separate Ready Link Phone Book provides easy access to 200 personal contacts and 200 company-provided contacts.
<b>Voice-Activated Dialing</b>	Say the name of the person you want to call and the number is dialed automatically without using the keypad.
<b>Customizable Photo Caller ID</b>	Know who's calling you by linking downloaded images and photos to the contacts in your internal phone book.
<b>SMS Text Messaging Capable</b>	Send, receive, and reply to text messages instantly with an SMS-capable Sprint PCS Phone across the room or across the country while on the enhanced Sprint Nationwide PCS Network.

<b>Large Full-Color Screen</b>	Vivid 2.1" main and 1" external color sub LCD; both are TFT and support 65k colors.
<b>Built-in Speakerphone</b>	Hands-free operation of your phone, open or closed, is made easy with the built-in speakerphone, which is 24mm in diameter.
<b>Enhanced Ring Tones</b>	Seven festive melody ringers in 32-chord polyphonic sounds.
<b>Multi-color LED Indicator</b>	Different colors can be assigned to identify incoming calls, voicemail, messages, and the Calendar.
<b>2.5mm Universal Jack</b>	Accommodates most standard headsets for hands-free operation.
<b>Multiple Languages</b>	Supports English and limited Spanish text prompts.
<b>E911 Emergency Location Capable</b>	Features an embedded Global Positioning System (GPS) chip necessary for utilizing the E911 emergency location services, where available.
<b>TTY Compatible</b>	Compatible with select TTY devices.
<b>Sprint PCS Vision Capabilities</b>	Messaging, Games, Ringers, Screen Savers, Web, and Sprint PCS Business Connection <sup>SM</sup>

### **Optional Accessories**

<b>Vehicle Power Adapter</b>	This charging option enables you to power your phone and charge the battery at the same time. Plugs into any vehicle charging port.
<b>Extended Battery</b>	This Li-Ion battery provides up to 4.7 hours digital talk time and up to 144 hours standby.
<b>AC Adapter/Travel Charger</b>	This lightweight, compact charger plugs directly into your phone to charge the battery. Plugs into any standard 110-220V 60 Hz outlet.
<b>Desktop Charger</b>	This convenient, dual-slot charging stand provides a secure place to charge your Sprint PCS Phone and extra battery. This charger must be used in conjunction with the AC Adapter/Travel Charger.
<b>Belt Clip Holster</b>	Hard plastic holster is designed specifically for the RL-7300 by Sanyo® with integrated clip for securely attaching the phone to a belt or purse strap.
<b>Body Glove Case</b>	This case, designed by Body Glove, uses the SCUBA line of material to provide maximum protection. This durable, rubberized material provides a unique look and feel for your RL-7300 by Sanyo.

**Sanyo Ready Link 7300 Accessory Pricing**

**All accessories could potentially be FREE. See our Value Added Options.**

Car power adapter / charger	\$16.00
Hands-free kit	\$19.99
External battery charger	<b>Included with the phone</b> (\$20.00 for extra)
Additional battery	\$40.00
Data cable / software for backing up phone book info	\$45.00
Data cable / software for synchronizing contact info w/ MS Outlook	N/A
Data cable to use phone as a modem	<b>SAME AS DATA CABLE FOR PHONE BOOK INFO</b>
Holsters / Cases	\$16.00

**- A data capable phone – Treo 650 with Camera**

Retail Price - \$599.99

**Price of Phone to Lee County – \$0.00 - 5 FREE SMART DEVICES PER 100 LINES OF ACTIVATION BASED ON 2 YEAR AGREEMENT**

**Price of Phone to Lee County after the 5 Free Phones per 100 are used - \$330.00 (\$150 service credit based on 2 year agreement \* plus 20% discount off retail)**

\* \$150 service credit is valid through the length of the contract

\* 20% Discount expires 07/09/2005. New promotions are typically introduced but can not be guaranteed)

**Specifications**

<b>Operating Mode:</b>	This device operates within the CDMA frequency bands of 1900mHz digital and 800mHz digital.
<b>Dimensions:</b>	4.44" x 2.33" x .88"
<b>Battery Type:</b>	Standard Rechargeable Li-Ion Battery
<b>Battery Life:</b>	Provides up to <b>5 hours</b> continuous digital talk time or over <b>2 weeks</b> continuous digital standby time.
<b>Weight:</b>	6.05 oz

**Features**

For thousands of Palm OS® applications and software titles, and to take advantage of periodic promotional discounts on software for Sprint PCS Vision Smart Devices, visit the Sprint PCS Software Store at <http://sprint.handango.com>. The Sprint PCS Software Store is your source for productivity and entertainment on Palm Powered™ and Windows Mobile™-based Smart Devices from Sprint.

Experience a world of digital audio information and entertainment on your Treo 650 by palmOne. AudiblePlayer® lets you listen to audiobooks, audio magazines, newspapers, radio programs, and more virtually anywhere you go. Download in minutes and choose from more than 23,000 titles! Try a free month of AudibleListener® and enjoy any two audio programs, risk-free, or sign up for an AudibleListener® 12 month membership and get \$50 cash back! Visit [www.audible.com/sprint/treo650](http://www.audible.com/sprint/treo650) for details and restrictions.

This Smart Device includes built-in Bluetooth® Wireless Technology. For the latest information and software updates, visit [www.palmone.com/bluetooth](http://www.palmone.com/bluetooth).

For palmOne support, including the latest version of the Treo 650 install CD, visit [www.palmone.com/support](http://www.palmone.com/support).

For information on the Palm OS® and Palm Community, visit PalmSource™ at [www.palmsource.com](http://www.palmsource.com).



<b>Palm OS 5.4</b>	With 32 Mbytes (23 Mbytes available for end user storage), and an SD I/O Expansion slot, this device allows you the freedom to store thousands of contact entries and productively manage your work and life while on-the-go.
<b>Built-In Camera and Camcorder</b>	Shoot digital pictures with the built-in VGA-quality camera with flash and up to 2x digital zoom capability; includes a mirror for self portraits. Utilize the camcorder capability to capture up to 15-second videos to share with friends and family.
<b>Familiar Palm OS Productivity Tools</b>	The software includes the standard offerings, such as Calendar, Contacts, Memo and Tasks. Additional value-added offerings are built-in, including a Battery Monitor, Real Player™, Calculator, Security and World Clock.
<b>Microsoft Outlook Exchange Sync</b>	The conduit included with the Treo 650 installation CD allows for direct corporate email synchronization with Microsoft Outlook Exchange, and the ability to sync your contacts, appointments, and task lists quickly and easily.
<b>Downloadable Applications</b>	Handango-enabled. CD includes the Sprint PCS Software Store provided by Handango™, an intelligent on-device catalog of applications and digital media. Customers can use the catalog to find, download and buy software, games, ringtones, graphics and other applications simply and securely. Additional Palm OS applications are available online at <a href="http://sprint.handango.com">http://sprint.handango.com</a> .  Downloadable applications billed on the Sprint PCS Bill also available through Sprint PCS Vision.
<b>Built-In Bluetooth Wireless Technology</b>	Built-in radio technology for short-range wireless communication. When used with your Sprint PCS Phone and accessories (headset, car kit, etc.), Bluetooth allows fast, secure transmission without cables or wires, even though the two devices are not in line-of-sight. Bluetooth wireless accessories sold separately.
<b>Cash Back Offer</b>	Experience a world of digital audio information and entertainment on your Treo 650 by palmOne™. AudiblePlayer® lets you listen to audiobooks, audio magazines, newspapers, radio programs, and more virtually anywhere you go. Download in minutes and choose from more than 23,000 titles! Try a free month of AudibleListener® and enjoy any two audio programs, risk-free, or sign up for an AudibleListener® 12 month membership and get \$50 cash back! Visit <a href="http://www.audible.com/sprint/treo650">www.audible.com/sprint/treo650</a> for details and restrictions.
<b>Free Trial Subscription</b>	CD includes Handmark Express client and free trial subscription. Handmark Express Delivers™ news, weather, sports, stocks, directory look ups, maps and directions automatically and on-demand to PDAs and smartphones.
<b>Built-In Speakerphone</b>	Hands-free operation of your phone is made easy with the built-in speakerphone, allowing you to take a conference call virtually anywhere!
<b>Built-In MP3 Player</b>	With an SD card, you can play your MP3s right on your phone.
<b>Built-In Email</b>	Includes full access to Microsoft Outlook Exchange, in addition to POP3 and IMAP4 email clients.
<b>Easy Navigation</b>	Central five-way navigation button provides easy access to menus and dramatically improves one-handed operation.

<b>Integrated QWERTY Keyboard</b>	The QWERTY keyboard provides a familiar feel when entering data and composing messages; it allows for quick and efficient input of information. Applications are optimized for the keyboard - use keyboard shortcuts so you don't have to touch the screen.
<b>SD I/O Expansion Slot</b>	Add memory and selected peripherals, transfer music, photos, and video from your desktop, or load additional games and applications.
<b>Predictive Text Input</b>	Compose your messages easier and faster with predictive text input. Predictive text input lets the device predict the text you enter, and makes sending messages simple and more efficient!
<b>Customizable Photo Caller ID</b>	Assign photos to specific numbers in your phone book to quickly identify your caller. Reminisce meaningful moments or a special person every time the phone rings!
<b>Stereo Headset Jack</b>	Listen to your favorite MP3s in stereo when using a stereo headset and an adapter (sold separately).
<b>E911 Emergency Location Capable</b>	Features an embedded Global Positioning System (GPS) chip necessary for utilizing the E911 emergency location services where available.
<b>TTY / TDD Compatible</b>	This phone connects to a TTY device, allowing those who are visually or hearing impaired the ability to communicate!
<b>Optional Accessories</b>	
<b>Vehicle Power Adapter</b>	This charging option enables you to power your phone and charge the battery at the same time. Plugs into any vehicle charging port.
<b>Leather Case</b>	This premium-quality, genuine leather case features a form-fitting design, integrated belt clip, and accessory port access.
<b>Travel Charger</b>	This lightweight, compact charger plugs directly into your phone to charge the battery. Plugs into any standard 110-220V 60 Hz Outlet.

### Treo 650 Accessory Pricing

All accessories could potentially be FREE. See our Value Added Options.

Car power adapter / charger	\$18.00
Hands-free kit	\$19.99
Bluetooth Car Kit will work with any Bluetooth Phone	\$179.00
External battery charger	<b>Included with the phone (\$39.99 for extra)</b>
Additional battery	\$55.00
Data cable / software for backing up phone book info	\$25.00
Data cable / software for synchronizing contact info w/ MS Outlook	SAME CABLE AS ABOVE
Data cable to use phone as a modem	SAME CABLE AS ABOVE
Holsters / Cases	\$25.00

## Value Added Options

**We feel this section is very important and that Sprint has true Value Added Options that other wireless carriers can not match.**

**- Include documentation of options and services that set your company apart from competition. These items must be of value to the County.**

**TRADE IN VALUE FOR YOUR EXISTING HANDSETS** – Sprint has a partnership with a third party vendor that will purchase the County's existing wireless phones OR trade them for accessories. It is our belief that the County has more than enough existing phones to cover ALL needed accessories. **FREE ACCESSORIES. Without a complete inventory of the County's existing phones it is impossible to extract the true value but it could be upwards of \$25,000.**

**FREE SMART DEVICES** – Sprint is willing to provide five free Smart Devices (Treo 650) for every one hundred lines of activation by Lee County. This amounts to a retail value to Lee County of nearly \$30,000 based on 1,000 activations.

**NO OVERCHARGES FOR THE FIRST SIX MONTHS** - We will closely monitor the County's usage over the first six months. If the County were to exceed its pool of minutes we will adjust the calling plans accordingly which would increase the monthly charges to the County but would eliminate any expensive overage charges. After six months of monitoring it is most likely the County will have balanced its available pool of minutes with its true needs.

**IMPLEMENTATION PLAN & LOCAL SERVICE** – Four Sprint employees have already been dedicated to the Implementation Phase for Lee County should Sprint be awarded the bid. Sprint personnel will work closely with the County to ensure smooth transition, porting procedures, and implementation. Hands on training will be provided to the end users by Sprint employees who live in Southwest Florida.

**- Include information related web services for invoice review and account management.**

**ELECTRONIC BILLING AND ANALYSIS (eBA)** – This is a key element of the Sprint proposal. **It is critical that the County be able to manage their wireless services in an effective and efficient manner and this tool will accomplish exactly that.**

PCS eBilling & Analysis<sup>SM</sup>. This Web-based reporting and analysis application enables you to:

- View your account balance and payment information
- Quickly and easily view and manage your PCS Invoice information
- Create customized reports at various organizational levels
- Delegate editing and reporting functionality to additional users

In short, eBA will allow the County to receive one bill, with specific accounting codes designated for each Constitutional Office or Department. The flexibility of the tool is tremendous and allows the County to determine the parameters in which they receive their electronic bill.

In addition, eBA will enable the County to run their own personalized reports to track usage trends, cost by department, cost by user, trending reports, etc.

The costs for eBA is only \$26.25 per month and \$150 one time set up fee.

**- Address how your firm will provide continued uninterrupted service during and after natural disasters, hurricanes, floods, etc. . . . Please detail how this assurance will be provided to the County.**

While no wireless carrier is immune to the devastation and destruction that the above mentioned disasters can bring to our area Sprint PCS is extremely proud of our performance during last summers four hurricanes; particularly during our closest encounter, Hurricane Charley.

Sprint PCS services were operational before, during and after the storms. We did lose two towers completely due to wind damage in the Punta Gorda / Pt. Charlotte area. However, calls were riding our network. The few problems we did incur were because network traffic was five times greater than our normal traffic patterns due to multiple roaming carriers using the Sprint network and increased call volume from Sprint PCS customers.

The reason for Sprint's strong performance was due to well conceived and executed disaster planning during the design of the Sprint Nationwide PCS Network. Back up power sources were the key to our network's survivability. In addition, like everyone else, we have learned some lessons from last years storms and are putting that new knowledge to work to further increase our network survivability during a storm.

During last year's hurricane season the Lee County Sheriff's Office had the privilege of being able to see the performance of several different carriers before, during and after the hurricanes. It was their experience that Sprint outperformed all others. **I would encourage anyone who would like to hear about Sheriff's Office experiences to contact John Cali, Information and Technology Director, at 239-477-1461.**

In addition, several municipal and county agencies purchased Sprint PCS devices after the hurricane due to the fact the Sprint network was operational.

**Other references include:**

**Lee Memorial Hospital  
Bob Votta, Information and Technology Director, 239-335-7888**

**Florida Gulf Coast University  
Sherra Bates, Purchasing Manager, 239-590-1132**

**- Include information regarding discounted corporate employee rate schedules for personal use by county employees.**

Based on the attached agreement in the section tabbed Advantage Agreement Lee County employees would be entitled to a 15% discount off Sprint's published rate plans on the attached Sprint PCS Advantage Agreement for Government.

## Comments and Exceptions

The following are comments and/or exceptions. We welcome further discussion and negotiation on any of the exceptions listed.

### General Conditions

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9. LEE COUNTY PAYMENT PROCEDURES

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

**We are recommending using Electronic Billing and Analysis. The bill would come electronically and if the County wishes to print hard copies they have the ability to print as many as they like.**

Page 8 of the RFP

16. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

**Sprint does not offer Most Favored Customer clauses in its contracts. However, Sprint believes its response is competitive now and will be for the term of any contract resulting from this proposal.**

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21. TERMINATION

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

**Please see our response to Scope, Item 2 Term of Proposal.**

## **Scope**

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### **TERM OF PROPOSAL:**

This proposal shall be in effect for two years, or until new proposals are taken and awarded. This proposal has the option of being renewed for three additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

- In the event that the County opts not to renew the existing agreement, the County may select from the following options:
  - The County may renegotiate terms of the agreement with the existing vendor.
  - The County may extend the agreement with the current vendor with amended terms without issuing an RFP or bid.
  - The County may opt to issue another RFP or bid for service.
- The County will notify vendors of intentions to renew no later than 90 days prior to contract expiration.

**Sprint is proposing using the Sprint PCS Advantage Agreement for Government. This allows the County to enjoy the greatest amount of discount we have to offer. A copy of the Agreement can be found in the section tabbed Advantage Agreement.**

**The pricing found in Section 2: Rate Plans is tailored for the County per its RFP requirements and does match the pricing found on the attached Advantage Agreement as it relates to the monthly plans.**

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### **CONTRACT**

The purchase order will act as the contract.

**Once the Advantage Agreement is signed a P.O. can be used for all future orders.**

**OPTION A**

With the assistance of ITG via an enterprise server, the County has established a secure voice and text messaging communications system using Nextel BlackBerry's, dedicated to directly connected programmed users. The BlackBerry Enterprise Server and software sit behind the firewall and tightly integrates with existing enterprise systems. Specifically designed to meet the needs of enterprises and government organizations, it provides a proven, secure, open architecture for globally extending wireless communications and corporate data, including email, to mobile users.

Please answer the following questions regarding this system:

A. Can you continue this system in uninterrupted operation.  Yes \_\_\_ No

B. If you can, will it require an additional cost?  Yes \_\_\_\_\_ No

If yes, please list the cost - \$37.50 per month

Blackberry 7750 devices are available at a cost of \$290 (\$150 service credit based on 2 year agreement \* plus 20% discount off retail)

\* \$150 service credit is valid through the length of the contract

\* 20% Discount expires 07/09/2005. New promotions are typically introduced but can not be guaranteed)

**Telephone Instruments:**

- The following accessories must be available for all phones.
  - Hands-free kit
  - Car power cord / charger
  - Additional batteries (of equal or greater capacity than the original battery)
  - External battery charger
  - Holsters and phone cases
- Availability of the following accessories will provide additional points in the evaluation of Vendor Value Added Features & Services.
  - Data synchronization kit including a data (USB) cable and software to allow the phone's phone book to be backed up and/or synchronized with



Microsoft Outlook or Groupwise.

- Data cable kit that allows the phone to be used as a modem.
- Discounted accessory pricing may be provided on a per-item basis, or as a percentage discount from the company's retail consumer rates. In the event that an accessory is available from the vendor through multiple channels or with multiple pricing structures, the lowest price available to the public in the vendor's stores, catalogs, or web sites will be considered the retail price. The discount will be calculated based on that price.

**Accessory pricing has been provided. However, keep in mind we have an option available through our partnership with a third party vendor that will most likely afford the County the opportunity to receive all accessories for FREE.**

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**Billing:**

- *Vendors must be able to provide two copies of the invoice at no additional cost.*

**We are recommending using Electronic Billing and Analysis. The bill would come electronically and if the County wishes to print hard copies they have the ability to print as many as they like.**

Page 21 of the RFP

**Hurricane Season**

In order for Emergency Management to be adequately prepared for each hurricane season, it will be a requirement of this specification that the awarded vendor shall supply Lee County with cellular phones for this purpose. Approximately twenty-five phones will be provided to Lee County in June of each year. At the end of the season, the phones can be returned to the vendor until the following season. It is preferred that these phones have higher output than the typical cellular phone. There shall be no monthly access fee for these phones. Lee County will only pay for the usage of the phones.

**Performance of the Sprint PCS network during last year's hurricanes suggest our network will perform to acceptable standards barring destruction of the towers due to wind. However, if the County would still like to have some Emergency Phones we suggest the following:**

**The County may purchase "deactivated phones" to avoid monthly service charges. These phones can be activated in less than two hours by contacting Sprint. The County would own these phones and have access to them at any time; not just during hurricane season. This gives the County some back up phones for other possible emergencies such as fire, acts of terrorism, etc. We would suggest the Sanyo Ready Link 4920 phones at a cost to the County of \$189.99 each.**

Page 25 of the RFP  
**STANDARD CONTRACT**

1. Insurance Requirements

- a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all insurable operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

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2. Verification of Coverage

- a.
  2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

**Sprint agrees that the County's obligations are only to the maximum extent permitted by law but does not agree to the provision as written.**

## RECOMMENDATION

**Based on the amount of minutes the County cited in the pre-bid meeting; 738,224 and 135,000 which were “walkie-talkie” minutes; we recommend 450 minute plans for Ready Link (walkie-talkie) Users and 600 minute plans for Total Wireless Access Users.**

**Depending on the eventual blend of those types of plans this will give the County a pool of approximately 500,000 minutes per month. This should be enough since Ready Link (walkie-talkie) connections AND all PCS to PCS calls do NOT count against the pool.**

**As stated earlier, if the total pool is not enough to cover actual usage we can adjust the proper amount of plans to cover any overage charges and forgive said overage charges within the first six months.**

## SUMMARY OF THE SPRINT PROPOSAL

Sanyo 4920 Ready Link Phones – **FREE**  
Samsung A760 Phone - \$26  
Sanyo Ready Link Ruggedized 7300 - \$74  
Treo 650 Smart Device – **5 FREE for every 100 lines of activation**

**Free and Clear Plan \$30.00 for 300 minutes which includes:**

- Pooled minutes
- Unlimited Nights & Weekend (does not count against the pool)
- Unlimited PCS to PCS calls (does not count against the pool)

**Ready Link Plan \$37.50 for 450 minutes which includes:**

- Pooled minutes
- Unlimited Nights & Weekend (does not count against the pool)
- Unlimited Ready Link connections (does not count against the pool)
- Unlimited PCS to PCS calls (does not count against the pool)

**Total Wireless Access Plan \$48.75 for 600 minutes which includes:**

- Pooled minutes
- Unlimited Nights & Weekend (does not count against the pool)
- Unlimited Ready Link connections (does not count against the pool)
- Unlimited PCS to PCS calls (does not count against the pool)

**Trade-in value for existing phones (FREE ACCESSORIES)**

**NO overcharges for the first six months**

**Electronic Billing & Analysis**

**Proven performance of the Sprint PCS Network during Hurricane Season**

**Strong local implementation team**

# Sprint PCS Advantage Agreement for Government

New Agreement  
 Renewal Agreement

## I. CUSTOMER INFORMATION

Customer Legal Name ("Customer")					
Street Address (P.O. Box not acceptable)					
City	State	Zip	Phone	Email Address	
Primary Contact			Primary Contact Employment Title		
City	State	Zip	Phone	Email Address	
<b>Sprint PCS Rep Only (please initial):</b> <b>Verified Personal ID and Federal Tax ID</b> _____					

## II. SERVICE PLAN, PHONES AND ACCESSORIES

Term (check one):  1-year  2-year Term is one-year if none is checked.

Effective Date: This agreement begins on \_\_\_\_\_, ("Effective Date"). If no Effective Date is designated, the Effective Date is the date the Agreement is signed by Sprint.

Is this an Affiliate Market?  Yes  No If yes, name of Affiliate Market \_\_\_\_\_

Initial Number of Customer Lines: \_\_\_\_\_

Electronic Billing Election:  eBilling & Analysis  EBT  EDI

**Subscriber/Number Commitment.** Customer must activate and maintain a minimum of 1 Customer Line during the Term of the Agreement. A "Line" is the telephone number and separate account assigned to a Sprint device ("Product") that is activated on Sprint service ("Service"). A "Customer Line" is a Line activated by Customer for its use and for which Customer is financially responsible. Unless the context clearly indicates otherwise, use of the term "Line" refers to Customer Lines and Employee Lines. An "Employee Line" is a Line activated by a Customer Employee for the Employee's own use and for which the Employee is financially responsible. A Line may also be referred to in Sprint's Standard Terms and Conditions for Communication Services as a "Number". Rebates on contract credits may not be combined. Customer may not resell Services or Products or lease Products to any one or any entity at any time. Customer information for each Line may be added in the table listed on Attachment A, attached and incorporated into the Agreement. An authorized Sprint representative may copy the table on Attachment A to add Lines as needed.

## III. TERMS AND CONDITIONS

The entire Agreement includes: (a) the requirements and terms of the Sprint PCS Service Plan(s) Customer chooses as set forth in the Service Plan Addendum ("SPA"), Service Plan Guide, and other printed materials made available to Customer by the Sprint representative or at the Sprint Store; (b) Sprint's Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions") as posted at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions) on the date Customer signs this Agreement; (c) the Wireless Product Annex posted at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions) ("Product Terms and Conditions") on the date Customer signs this Agreement; and (d) the terms in this Advantage Agreement. The most recent Standard Terms and Conditions and Product Terms and Conditions may be obtained from your Sprint Representative, by calling Sprint PCS Customer Solutions at 1-888-788-4727, or by visiting our web site at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions). Any term not defined in this document has the meaning given to that term in the SPA, the Service Plan Guide, Standard Terms and Conditions or the Product Terms and Conditions. If there is any inconsistency between provisions in these documents, this Advantage Agreement controls followed by (1) the SPA or Service Plan Guide, (2) Product Terms and Conditions, and (3) Standard Terms and Conditions (except to the extent any such document is inconsistent with Applicable Laws, in which case, Applicable Laws control).

**1. Market Availability.** Services in some areas are managed and provided under contract with Sprint by independent affiliates with access to the Sprint Nationwide PCS Network. Some Services may not be available or may operate differently in certain affiliate markets. Contact your Sprint Representative for more information on the affected markets, pricing, features, options, promotions and functionality.

**2. Activation Fee and Early Termination Fee.** No activation fees apply to Customer. If Customer cancels service within the Term and not under Sprint's 14 day return policy, Customer agrees to pay an EARLY TERMINATION FEE of either (a) \$150 if Customer selected a 2-year Term, or (b) \$100 if Customer selected a 1-year Term, for each Customer Line that is cancelled in addition to other charges, including all usage charges, that may have accrued.

**3. Government Discount Program ("GDP").** During the Term, Customer Lines will receive a Government Discount, in the amount specified in the SPA, off the net monthly recurring charges ("MRCs") invoiced to Customer for Customer Lines activated on a Sprint PCS service plan, unless the MRC for the plan or option selected does not qualify for the Government Discount. Employee Lines will receive a Government Discount, in the amount specified in the SPA, off the net MRCs invoiced to Employees for Employee Line activated on a Sprint service plan unless the MRC for the plan or option selected does not qualify for the Government Discount ("Employee Discount"). The Government Discount described in this Agreement may not be combined with any other Sprint governmental pricing programs, offers, discounts, or promotions. Customer's contractors, suppliers, and any non-government, non authorized agencies working with Customer are not eligible for the Government Discount.

**4. Employee Advantage Program ("EAP").** Sprint will make the Employee Discount specified in Paragraph 3 above available to Customer's Employees who enter a services agreement with Sprint for at least one (1) year. As described in the Product Terms and Conditions, each Employee must enter into a separate agreement with Sprint, through sales channels approved by Sprint, for Services and Products under the EAP. Employees must meet and maintain satisfactory credit with Sprint in order to receive and to continue to receive Services and purchase Products under the EAP. Employees on month-to-month service plans are subject to Sprint's standard consumer terms and conditions of service and are not eligible for the Employee Discount. If an Employee chooses a service plan or wishes to take advantage of a discount that requires a term commitment, the Employee must sign a term agreement with Sprint.

**5. Other Monthly Charges.** Service plan prices do not include taxes, surcharges (including a USF charge which may change monthly and cost recovery fees), or other fees which vary by market. Cost recovery fees are not taxes or government required charges. Call 1 866-770-6690 for the current USF charge and information on cost recovery charges.

**6. Number Transfers.** To the extent Customer wishes to port its current landline or wireless telephone number, by signing this Agreement Customer gives its consent to Sprint to proceed with the number portability request.

**7. Indemnity.** Customer will honor all indemnity provisions under this Agreement only to the maximum extent permitted by applicable law. No section of this Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

**8. Nonappropriation.** Customer must take all necessary action to budget any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is denied. Customer will give Sprint written notice of any termination under this section at least 30 days before the end of the then-current fiscal period (the "Termination Date") if funds are not appropriated and all appeals efforts fail. At Sprint's request, Customer will promptly provide supplemental documentation as to such nonappropriation. In the event of a non-appropriation, Customer will not be obligated to make payments for any fiscal period after the Termination Date. If Customer terminates the Agreement under this section, Customer will not obtain the Services described in the Agreement from Sprint or from any other provider for a period of 180 days from the Termination Date. This obligation will survive termination of the Agreement.

**9. Damages.** This Agreement does not create any obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.

By signing below, Customer (a) represents that all information it has provided Sprint is correct; (b) agrees that it has read and agreed to all terms of this Agreement, including the requirements of its PCS Service Plan, Standard Terms and Conditions, and Product Terms and Conditions; and (c) represents that its signatory is authorized to sign on Customer's behalf, or on behalf of an authorized subordinate agency under Customer. The Customer's signatory also represents that he or she is authorized to sign for the Customer, or is authorized to sign for Customer's authorized subordinate agency.

#### IV. CUSTOMER ACKNOWLEDGMENTS

To become effective, this Agreement must be: (a) signed by an authorized Customer representative; and (b) signed by a Sprint officer or authorized designee. If Customer continues to receive Services after termination of this Agreement, Sprint will provide those Services at its standard list pricing, unless the parties otherwise agree in writing. Customer acknowledges that any changes made to this Agreement, the Standard Terms and Conditions, or the Product Terms and Conditions, whether or not authorized by a Sprint Account Representative, Sprint Indirect Account Executive or Authorized Dealer, automatically renders the Agreement null and void.

**V. PAYMENT INFORMATION AND SIGNATURE**

Credit Card Type	Credit Card Number	Expiration Date
Check Number	Account Number	Routing Number
Authorized Customer Signature	Title	Date
For Sprint Spectrum L.P. Signature	Title	Date

**SPRINT BUSINESS REPRESENTATIVE USE ONLY**

Sprint Representative Name	Rep Phone Number
P2K Market Code	ASI Market Code
Sprint Retail Store Number (if applicable)	Pre-sale Credit Check Number
Corporate Liabile Node Number	Employee Liabile Node Number
Notes	

Sprint Stores: File contract at store  
 SLDN: Use Contract Submission Form to submit to your Indirect Account Executive

LINE DETAILS

Line	Phone Type	Rebate or Service Credit (cannot be combined)	Primary Use City/State/Zip (requesting area code)	Service Plan (MRC / Anytime Minutes)	Accessories	Options	WLNP Conversion (attach invoice)
1							Area Code: Port No: Carrier:
2							Area Code: Port No: Carrier:
3							Area Code: Port No: Carrier:
4							Area Code: Port No: Carrier:
5							Area Code: Port No: Carrier:
6							Area Code: Port No: Carrier:
7							Area Code: Port No: Carrier:
8							Area Code: Port No: Carrier:
9							Area Code: Port No: Carrier:
10							Area Code: Port No: Carrier:

**Service Plan Addendum  
(Government Discount Program)**

**Customer's Legal Name:** click and type Customer's legal name

**1. INTRODUCTION.**

- 1.1. Services.** This Service Plan Addendum ("SPA") sets out the service plans and pricing available to Customer. Capitalized terms not defined in the SPA have the meanings set out in the Agreement, Standard Terms and Conditions, or Product Terms and Conditions.
- 1.2. Plans.** Customer can choose to activate Customer Lines on one of the Business Plans set out below. Prices do not include taxes or other applicable surcharges. Business Plans come in the bundles described below, or Customer can add services to the bundles for additional MRCs. Each Business Plan, depending on the Subscriber Level, is also eligible for the Government Discount Program ("GDP") detailed in the Governmental Discount section below.
- 1.3. Coterminous Customer Lines.** All Customer Lines activated under the Agreement during the Term will be coterminous with the expiration or termination of the Agreement, regardless of each individual Customer Line's activation date. The Agreement does not govern the purchase of Services and Products to Employees under the Employee Advantage Program described in the Product Terms and Conditions, and such Employees will be subject to their own minimum term requirements pursuant to their agreement with Sprint.
- 1.4. Promotions and New Business Plans.** Prices do not reflect the application of promotions, offers, or discounts, including Customer's NVP Discount, and may not apply if a third party sales agent is involved in the transaction in any way or if Lines are activated in Sprint Affiliate Markets. Sprint promotions, offers, or discounts may not be available with certain Business Plans at Sprint's sole discretion. If Customer is eligible for and selects a new business plan offered after the Commencement Date of the Agreement, (a) Customer's NVP Discount, and (b) all terms and conditions of that new plan, apply in addition to and control over any conflicting term of the Agreement

**2. SPRINT PCS VOICE PLANS FOR BUSINESS.**

**2.1. Sprint PCS Free & Clear Plans for Business**

<b>MRC</b>	<b>\$35</b>	<b>\$40</b>	<b>\$50</b>	<b>\$65</b>	<b>\$80</b>	<b>\$100</b>	<b>\$115</b>
Anytime Minutes	300	500	700	1100	1400	2000	2500
Unlimited Night & Weekend Minutes	Included	Included	Included	Included	Included	Included	Included
Nationwide LD	Included	Included	Included	Included	Included	Included	Included
Unlimited Sprint PCS-to-PCS Calling <i>or</i> Nights Starting at 7pm	Included	Included	Included	Included	Included	Included	Included
Overage Rate	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Domestic Roaming	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Domestic Roaming Long Distance	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Casual Data Usage	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb



## 2.2. Sprint PCS Ready Link Plans

MRC	\$36*	\$45	\$60	\$67	\$75	\$90	\$100	\$115
Anytime Minutes	0	450	800	1000	1200	1500	2000	2500
Unlimited Ready Link Connections	Included	Included	Included	Included	Included	Included	Included	Included
Unlimited Night & Weekend Minutes	Included	Included	Included	Included	Included	Included	Included	Included
Unlimited Sprint PCS-to-PCS Calling	Not Available	Included	Included	Included	Included	Included	Included	Included
Nationwide LD**	\$0.20	Included	Included	Included	Included	Included	Included	Included
Overage Rate	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Domestic Voice Roaming	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Domestic Voice Roaming Long Distance	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Casual Data Usage	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb	\$0.01/Kb
100 SMS Text Messaging	Not Included	Included	Included	Included	Included	Included	Included	Included

\*Sprint PCS Ready Link Roaming option (described in the Sprint PCS Voice Plan Attachables Table) and Shared Minutes not available on \$36 MRC Sprint PCS Ready Link plan

\*\*Unlimited Sprint PCS Ready Link Connections do not incur long distance charges.

## 2.3. Sprint PCS Total Wireless Access Plans

MRC	\$65	\$80	\$95	\$110	\$125	\$145	\$170	\$185
Anytime Minutes	600	1000	1400	2000	2500	3500	4500	6000
Unlimited Night & Weekend Minutes Starting at 7pm	Included	Included	Included	Included	Included	Included	Included	Included
Unlimited Sprint PCS-to-PCS Calling	Included	Included	Included	Included	Included	Included	Included	Included
Sprint PCS Shared Minutes	Included	Included	Included	Included	Included	Included	Included	Included
Sprint PCS Total Wireless Access Roaming Option	Included	Included	Included	Included	Included	Included	Included	Included
Nationwide LD	Included	Included	Included	Included	Included	Included	Included	Included
Sprint PCS Vision Access Pack	Included	Included	Included	Included	Included	Included	Included	Included
Overage Rate	\$0.35	\$0.30	\$0.30	\$0.25	\$0.25	\$0.20	\$0.20	\$0.20

2.4. **Sprint PCS Voice Plan Attachables.** The following options may be added to a Sprint PCS voice plan for the listed additional MRC:

<b>VOICE PLAN MRC*</b>	<b>\$0 - \$99.99</b>	<b>\$100 or Greater</b>
<b>SPRINT PCS VISION ATTACHABLES**</b>		
Sprint PCS Vision Access Pack	\$10	Included**
Sprint PCS Vision Professional Pack	\$15	Included**
Sprint PCS Vision Business Communication Pack	\$15	Included**
Sprint PCS Vision Pack Upgrade for Total Wireless Access	\$5	Included**
Sprint PCS Vision Professional Pack for Windows® Pocket PC Devices	\$30	\$15
<b>ADDITIONAL ATTACHABLES*</b>		
Unlimited Nights and Weekend Minutes Starting at 7pm	\$5	\$5
Unlimited Sprint PCS to PCS Calling (available <b>ONLY</b> for 1 year Agreements)	\$5	\$5
Sprint PCS Shared Minutes	\$5	\$5
Sprint PCS Free & Clear America***	\$5	\$5
Sprint PCS Ready Link roaming option***	\$5	\$5
Sprint PCS to AudioConferencing	\$5	\$5
Sprint PCS Picture Mail	\$5	\$5
Sprint PCS Video Mail	\$5	\$5
Sprint PCS Voice Command	\$5	\$5
Call Forwarding (per minute charge)	\$0.10 per minute	\$0.10 per minute
Business Connection Personal Edition	\$10	\$10
Business Connection Enterprise Edition (only sold in blocks of ten seats)	\$15	\$15
Integrated Office – Standard Package	\$4	\$4
Integrated Office – Expanded Package	\$8	\$8
Sprint PCS Total Equipment Protection Program	\$5	\$5
Roadside Rescue	\$4	\$4
International Long Distance Option	\$4	\$4
100 SMS Text Messages	\$5	\$5
Unlimited SMS Text Messaging	\$10	\$10

\*Some attachables may not be applicable on certain voice plans.

\*\* If selected, Customer will receive only 1 of these Sprint PCS Vision Packs per each Customer Line.

\*\*\* The Sprint PCS Free & Clear America option and Sprint PCS Ready Link roaming option may vary across markets. If Customer Lines are activated in Sprint Affiliate Markets, the MRC is \$10 and these options include either 50 or 100 minutes to be used for Domestic Roaming depending on the particular Sprint PCS Affiliate. Long Distance charges are included. Additional Domestic Roaming minutes exceeding the 50 or 100 included minutes will be charged the applicable Domestic Roaming rate and

Domestic Roaming Long Distance rates. The 50 or 100 minutes per Customer Line activated in Sprint Affiliate Markets will be shared if the Shared Minutes attachable is purchased

3. **SPRINT PCS DATA PLANS FOR BUSINESS**

3.1. **Sprint PCS Vision Connection Card Plans**

<b>MRC</b>	<b>\$40.00</b>	<b>\$55.00</b>	<b>\$80.00</b>
Vision (data) Services in Megabytes (“MB”)	20MB	50MB	Unlimited
Overage per kilobyte	\$0.002	\$0.002	Not Applicable
Voice Call per minute rate, including long distance	\$0.20	\$0.20	\$0.20

3.2. **Sprint PCS Wi-Fi Plans**

<b>SERVICE TYPE</b>	
Per 24 hours of service, per location	\$9.95 per location, per user
Unlimited	\$49.95/ month

3.3. **Blackberry**

**A. Monthly Recurring Charges**

<b>MRC</b>	<b>\$50.00</b>
Data Services in Megabytes (“MB”)	Unlimited
Voice Call per minute rate, including long distance	\$0.25
100 SMS Text Messages	Included
MRC Reduction with Purchase of Sprint PCS Voice Plan for Business	-\$5.00

**B. Other Charges**

<b>ANNUAL CHARGES</b>		
	<b>Client Access License (CAL) Fee</b>	<b>Blackberry Enterprise Server Software (BES) Fee</b>
<b>Lotus Domino 2.2</b>		\$4,750*
1 Seat	\$99 per seat	
5 Seat Block	\$429 per block	
10 Seat Block	\$699 per block	
50 Seat Block	\$3,299 per block	
100 Seat Block	\$5,999 per block	
500 Seat Block	\$27,499 per block	
<b>Lotus Domino 4.0</b>		\$2,999** or \$3,999*
1 Seat	\$99 per seat	
5 Seat Block	\$429 per block	
10 Seat Block	\$699 per block	
50 Seat Block	\$3,299 per block	
100 Seat Block	\$5,999 per block	
500 Seat Block	\$27,499 per block	

<b>Microsoft Exchange 3.6</b>		\$4,750*, plus an additional \$799 per additional server service key fee after the initial server
1 Seat	\$99 per seat	
5 Seat Block	\$429 per block	
10 Seat Block	\$699 per block	
50 Seat Block	\$3,299 per block	
100 Seat Block	\$5,999 per block	
500 Seat Block	\$27,499 per block	
<b>Microsoft Exchange 4.0</b>		\$2,999** or \$3,999*
1 Seat	\$99 per seat	
5 Seat Block	\$429 per block	
10 Seat Block	\$699 per block	
50 Seat Block	\$3,299 per block	
100 Seat Block	\$5,999 per block	
500 Seat Block	\$27,499 per block	
<b>Novell Groupwise 4.0</b>		\$2,999** or \$3,999*
1 Seat	\$99 per seat	
5 Seat Block	\$429 per block	
10 Seat Block	\$699 per block	
50 Seat Block	\$3,299 per block	
100 Seat Block	\$5,999 per block	
500 Seat Block	\$27,499 per block	
<b>Small Business Edition (SBE) for MS Exchange 3.6</b>		\$999***
1 Seat	\$249 per seat (15 seat maximum for SBE for MS Exchange 3.6)	
5 Seat Block	\$999 per block	
<b>SBE for MS Exchange 4.0</b>		\$1,599***
1 Seat	\$249 per seat (15 seat maximum for SBE for MS Exchange 4.0)	
5 Seat Block	\$999 per block	

\*Software includes 20 CALs

\*\*Software includes 1 CAL

\*\*\*Software includes 5 CAL

Customer must obtain the server hardware associated with the BES separately.

<b>NON-RECURRING UPGRADE FEES</b>	
<b>Upgrade</b>	<b>Fee</b>
Lotus Domino 2.2 to Lotus Domino 4.0	\$999
Microsoft Exchange 3.6 to Microsoft Exchange 4.0	\$999
SBE for MS Exchange 3.6 to MS Exchange 3.6	\$2,999
SBE for MS Exchange 4.0 to MS Exchange 4.0	\$2,999

TECHNICAL SUPPORT ANNUAL PER DEVICE FEE	
	Annual Fee
Tx1 Support	\$19 per device
Tx2 Support	\$25 per device
Tx3 Support	\$29 per device
Tx4 Support	\$29 per device
Tx5 Support	\$29 per device

TECHNICAL SUPPORT ANNUAL PER SERVER AND ANNUAL PROGRAM FEES		
	Annual Server Fee	Annual Program Fee
Tx1 Support	\$499 per server	N/A
Tx2 Support	\$625 per server	N/A
Tx3 Support	\$749 per server	\$9,999
Tx4 Support	\$749 per server	\$49,999
Tx5 Support	\$749 per server	\$74,999

**4. SERVICE CREDITS.**

- 4.1. Customer must sign a Term agreement to qualify for service credits. If a 2-year Term agreement is signed, Customer will receive a \$150 service credit per Customer Line that is activated under the Agreement. If a 1-year Term agreement is signed, Customer will receive a \$100 service credit per Customer Line that is activated under the Agreement. If Customer completed its 1-year Term Agreement and continues Service into a second year (an "Additional Term"), Customer will receive an additional \$50 service credit per Customer Line activated under the Agreement. If Customer receives a point-of-sale rebate other than as described in this Section, it will not be entitled to these service credits.
- 4.2. Service credits will be applied on Customer's first invoice after activation against charges for Services and will roll over until used (up to a maximum of 12 invoicing cycles). Service credits are non-transferable, have no cash value and cannot be applied to offset an early termination fee. Service Credits are available only after activation of Sprint PCS devices and devices purchased via one of the methods described in the "Ordering" paragraph of the Agreement.
- 4.3. Customer Lines that are converted to Business Plans from other Sprint service plans or renewed on Business Plans are not eligible to receive the above referenced service credits if service credits have been issued to the applicable Lines within the preceding 12 months.

5. **TERMINATION FEES.** If a Customer Line is terminated before the end of a two-year Term, a \$150 early termination fee will apply to each terminated Customer Line. On a one-year Term, a \$100 early termination fee will apply to each terminated Customer Line. If a Customer Line is terminated before the end of the Additional Term, an additional \$50 early termination fee will apply to each terminated Customer Line. Service credits, if any, and termination fees for Employee Lines are governed by the agreements between Sprint and the Employees. If a Customer Line moves to a different Business Plan, the termination fee described in this Section will not apply.

6. **GOVERNMENT DISCOUNT PROGRAM. (GDP applies to all MRCs and is only available on Service activated under the Agreement).** Customer must have a minimum of 1 Customer Line to participate in the GDP during the Term of the Agreement.

6.1. **Government Discount and Employee Discount; Eligible MRCs.** The term "Government Discount" means a percentage discount off the net MRCs charged to Customer for Customer Lines. Net MRCs means the MRCs listed before taxes and other charges and after calculation of all other discounts, rebates, service credits or any such similar credits. The Government Discount, if any, available to Customer is set forth in the table below. The term "Employee Discount" means a percentage discount off the net MRCs charged to Employees for Employee Lines on eligible service plans. The Employee Discount is only available to Employees if Customer elects to participate in the EAP program as described in the Agreement. The Government Discount may not be combined with any other Sprint governmental pricing programs, offers, discounts, or promotions.

6.2. **Contributing Lines.** A “Contributing Line” is a Customer Line or an Employee Line that is included in Customer’s Sprint account hierarchy and contributes to Customer’s Government Discount. It may take up to 2 invoicing cycles to move Contributing Lines to the same invoicing cycle in order to start receiving the Government Discount.

Government Discount	Employee Discount (if EAP is selected)
25%	15%

**7. ELECTRONIC BILLING PRODUCTS.**

7.1. The following electronic billing products are offered if Customer maintains at least 5 Customer Lines throughout the Term of the Agreement. Each electronic billing product provides Customer Line call detail record (“CDR”) information. The MRCs are as follows:

ELECTRONIC BILLING PRODUCTS	Number of Previous Bill Cycles		MRC	One-time Set-up Fee
	Invoice Data	Summary Data		
eBilling & Analysis	3 months	12 months	\$35	\$200
Electronic Bill Transfer (EBT)	2 months	N/A	Not Applicable	Not Applicable
Electronic Data Interchange (EDI)	1 month	N/A	Not Applicable	Not Applicable

Customer may choose 1 electronic billing product, or eBilling & Analysis and either EDI or EBT. Customer may not choose the EDI and EBT products together. Sprint reserves the right to, upon 30 days prior written notice, migrate Customer to an updated or successor version of the selected electronic billing product, or if none exists, an entirely new electronic billing product.

7.2. Customer may choose to receive a summary invoice (without CDR information) or a remittance invoice at no additional charge. If Customer chooses to receive a detailed paper invoice along with an electronic billing product, the following MRCs will apply:

Customer Lines	MRC
5-500	\$100
500+	\$250



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: P-050259

OPEN DATE: April 5, 2005  
(Test phones must be provided on opening date)  
AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING: N.A.

DATE:

TIME:

LOCATION:

# REQUEST FOR PROPOSALS

**TITLE:**  
CELLULAR TELEPHONE SERVICE

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

1825 HENDRY ST 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT  
PURCHASING AGENT  
PHONE NO.: (239) 344-5458

**GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Proposals", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF PROPOSAL:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Proposal"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the proposal
  - 4. Proposal number
- b. Six copies of the Proposal shall be submitted as follows:
  - 1. The original consisting of the Lee County proposals forms completed and signed.
  - 2. A copy of the original proposal forms for the Purchasing Director.
  - 3. Four additional copies of the original proposal forms.
- c. The following should be submitted along with the proposal in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Proposal", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your proposal; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE PROPOSAL:** If the vendor elects to submit more than one proposal, then the proposals should be submitted in separate envelopes and marked as indicated above. The second, or alternate proposal should be marked as "Alternate".
- e. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that his proposal is received by the Division of Purchasing prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.



- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is proposed, it is the vendor's responsibility to name such product with his proposal and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the proposer is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.

- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this proposal shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-bid. Only those proposers who attend the pre-bid conference will be allowed to submit a proposal on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the proposal receipt deadline.
- b. Submission of a "no bid" notice prior to the proposal receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/proposal/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/proposal/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal/proposal solicitations shall set forth the following statement:

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on proposed materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this proposal from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are



to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA  
PROPOSAL PRICE FORM  
FOR  
CELLULAR TELEPHONE SERVICE

DATE SUBMITTED: April 5, 2005

VENDOR NAME: Sprint

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: N/A

PRICING TO BE PROVIDED UNDER THE RFP RESPONSE FORMAT  
SEE PAGE # 23

TO BE STARTED WITHIN three CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?  
Yes x No \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

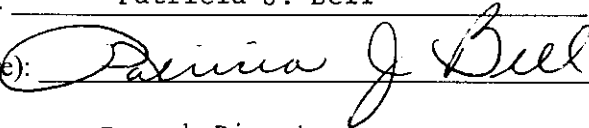
Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME Sprint

BY (Printed): Patricia J. Bell

BY (Signature): 

TITLE: Branch Director

FEDERAL ID # OR S.S.# 59-0248365

ADDRESS: 1520 Lee Street

Fort Myers, FL 33901

PHONE NO.: 239-335-8010

FAX NO.: 239-335-8488

CELLULAR PHONE/PAGER NO.: 239-281-5218

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: james.lamb@mail.sprint.com

REV: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR:  
Cellular Telephone Services**

**SCOPE:**

The Lee County Board of County Commissioners is issuing this Request for Proposals (RFP) for the intent and purpose of establishing firm prices for standard wireless voice services and to contract with a company to provide the services specified herein.

**GENERAL INFORMATION:**

- This RFP is requesting services that fall within two (2) separate categories.
  - Wireless / Cellular Service
  - Wireless / Cellular Service w/ Two-Way Radio

Before submitting their proposal, each proposer is required to carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Failure to read and comprehend the terms and conditions of this RFP, without question or clarification, will not relieve the vendor of any obligations and responsibilities which are a part of this RFP.

Proposers must reveal in their RFP response, any action pending against their company before the Florida Public Service Commission on any matters in the hands of the Florida Attorney General that might prevent the company from fulfilling the terms and conditions of this RFP.

An agreement between the Lee County Board of County Commissioners and the awarded vendor shall not be exclusive. This RFP is intended to cover only standard wireless voice services. Lee County reserves the right to purchase other wireless products and services from vendors outside of this agreement. Such products and services may include, but are not limited to, wireless data and messaging services, wireless WAN services, special needs products, and products or services based on emerging technologies.

At the current time, the County has 976 phones in service. Each location (division or department) will have the option to purchase a phone and service in either the standard wireless category or the "wireless with two-way radio" category. The awarded company must be prepared to provide and program up to 976 phones phased in by the end of June 2005. The intent of the county is to port all existing numbers.

**TERM OF PROPOSAL:**

This proposal shall be in effect for two years, or until new proposals are taken and awarded. This proposal has the option of being renewed for three additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

- In the event that the County opts not to renew the existing agreement, the County may select from the following options:

- The County may renegotiate terms of the agreement with the existing vendor.
- The County may extend the agreement with the current vendor with amended terms without issuing an RFP or bid.
- The County may opt to issue another RFP or bid for service.
- The County will notify vendors of intentions to renew no later than 90 days prior to contract expiration.

**DEFINITION OF A PROPOSAL**

A proposal is a purchasing method which due to its uniqueness is established around general written guidelines or a written description of need for a service, rather than a firm specification written in detail, and is used when no fixed criteria exists. Proposals require some degree of creativity from the vendor.

To evaluate competitive proposals, judgmental factors may be used to determine not only if the items being offered meet the purchase description but may also be used to evaluate competing proposals.

The effective difference between a quote and a proposal is, under competitive sealed quotations, award is made to the lowest responsive responsible quote.

Under competitive proposals, the quality of competing products or services may be compared and tradeoffs made between price and quality of the products or services offered. The evaluation is normally made based upon a numerical ranking of the major requirements stated in the specifications. These evaluation requirements should be listed in the specifications along with a point or percentage weighting. Award would be made by simply totaling the numerical rankings and awarding to the highest score.

**BASIS OF EVALUATION:**

- Vendors will be selected by a committee comprised of County staff. Information obtained from the proposal response will be utilized by the County in determining the suitability of the vendor.
- Proposals will be scored on several categories:
  - Rate Plan Pricing & Features (30%)
  - Phone Instrument Features & Pricing (20%)
  - Vendor Value Added Features (10%)
  - Accessory Availability and Pricing (10%)
  - Vendor Reception/Coverage Results from Phone Testing and/or coverage maps (30%)
- After scoring all evaluation criteria, if a successful agreement(s) cannot be obtained, Lee County will conduct direct negotiations with the top-ranked vendor in each category.

**DESIGNATED CONTACT**

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this proposal.

**LEE COUNTY ADMINISTRATIVE CODE**

The purchase and use of Cellular Phones is governed by Lee County Administrative Code AC-1-15. This code basically describes how Lee County departments are to purchase and use cellular phones in their area. A copy of the code can be provided upon request.

**CONTRACT**

The purchase order will act as the contract.

**INSURANCE**

Insurance shall be provided, per the attached insurance guide, see attached "Standard Contract". Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**PRICE ADJUSTMENT CLAUSE**

Because this contract can possibly span several years, Lee County will consider new rates under this contract, based on changes in the general market place. No new prices will take effect until Lee County and the awarded vendor agree to any new rates. Also, because of varying rate structures, Lee County reserves the right to negotiate different rate structures that would be more advantageous for different volumes of usage

**County Employee Discount:**

Vendors that offer discounted corporate employee rate schedules for personal use, may include that information in their proposal. This information should be addressed in the Value Added Options.

**OPTION A**

With the assistance of ITG via an enterprise server, the County has established a secure voice and text messaging communications system using Nextel BlackBerry's, dedicated to directly connected programmed users. The BlackBerry Enterprise Server and software sit behind the firewall and tightly integrates with existing enterprise systems. Specifically designed to meet the needs of enterprises and government organizations, it provides a proven, secure, open architecture for globally extending wireless communications and corporate data, including email, to mobile users.

Please answer the following questions regarding this system:

- A. Can you continue this system in uninterrupted operation.  Yes  No
- B. If you can, will it require an additional cost?  Yes  No  
If yes, please list the cost \$ \_\_\_\_\_ "

**Vendor Qualifications: ( THE FOLLOWING ARE REQUIREMENTS)**

- Only nationwide wireless carriers offering services based on TDMA, CDMA, GSM and iDEN technologies are eligible to submit proposals. Proposals will not be accepted from resellers or dealers operating in partnership with a nationwide wireless carrier.
- To qualify Lee County may require each vendor offering a proposal to provide three of each phones included in their proposals for a minimum of one week of testing. Please provide test phones at the bid opening along with your proposal. **[Models proposed that have been previously tested by Lee County are exempt from this provision.]** Each carrier and their proposed phones may be tested for signal coverage throughout the Lee County area, and specifically for coverage inside Lee County buildings. (Testing maximum=10 buildings)
  1. Only vendors with suitable coverage and signal strength will be considered for a contract.
  2. In the event that a vendor generally has sufficient signal coverage, but significant areas of weak signal strength inside of Lee County buildings, Lee County may consider a vendor for a contract agreement contingent upon the vendor installing a repeater (or providing other suitable signal improvements) at the vendor's cost.
- By submitting a proposal, qualifying vendors agree to all requirements, terms, and conditions outlined in this RFP document unless otherwise stated in their proposal. Any and all exceptions or amendments to the RFP must be submitted in your proposal. Lee County reserves the right to accept, negotiate or reject any such exceptions or amendments.
- Vendors responding to “Wireless with Two-Way Radio” category must have the two-way radio feature currently in place and have been providing the service in Lee County.

**Rate Plans:**

- All proposed rate plans must include the following features:
  - All plans must include the ability to pool rate plan minutes for all lines on a parent account. Each location (division or department) will be a child account under the parent account.
  - Pooled mobile-to-mobile minutes must be included in all rate plans.
  - National long distance must be included in the basic rate plan.
  - Unlimited nights and weekends. Please define your nights and weekend plan.. Include your time frames.
  - Caller ID.
  - Voicemail
- All rate plans must include the following options:
  - Phone insurance.

- Rate plans **must not** include roaming fees within the State of Florida.
- Unlimited text messaging.
- Detailed billing.
- Picture phone capability
- 911 GPS
- All “mobile-to-mobile” minutes must apply to **any** phones serviced by the same vendor.
- Billing intervals for phone calls will be considered when assessing rate plans. A “billing interval” is defined as the smallest block of time that may be billed for a phone call. For example, some companies bill by the whole minute, fractions of a minute, or by the second. Smaller billing intervals will score higher in the evaluation of rate plans.

**Telephone Instruments:**

- Each vendor must propose at least two phone models, including:
  - A basic phone.
    - Size not to exceed, 5”H x 2”W x 1.5”D
    - Weight not to exceed six (6) ounces
    - Vibrate mode
  - A small phone with the following features:
    - Size not to exceed, 3.5”H x 2”W x 1.1”D
    - Weight not to exceed 5 ounces
    - Vibrate mode
    - Flip phone with external display for caller ID.
    - Includes case or holster
  - A ruggedized phone.
  - A data capable phone.
- The County may require a standardization of phone models and said models will be selected from the vendor’s current telephone inventory.
- Each vendor must offer a phone that meets the specifications for each category at the proposed price for the duration of the agreement. In the event that phone models change during the term of the contract, the successful vendor(s) must provide an equivalent or better model meeting all of the specifications of this RFP at no additional cost. “Equivalent models” that fail to perform according to the RFP specification must be replaced with a phone that will perform correctly the day following a customer complaint. All such complaints will be tracked by Lee County and used to evaluate the counties position on renewal.



- All phones must include a minimum of a one-year warranty.
- The following accessories must be available for all phones.
  - Hands-free kit
  - Car power cord / charger
  - Additional batteries (of equal or greater capacity than the original battery)
  - External battery charger
  - Holsters and phone cases
- Availability of the following accessories will provide additional points in the evaluation of Vendor Value Added Features & Services..
  - Data synchronization kit including a data (USB) cable and software to allow the phone's phone book to be backed up and/or synchronized with Microsoft Outlook or Groupwise.
  - Data cable kit that allows the phone to be used as a modem.
- Discounted accessory pricing may be provided on a per-item basis, or as a percentage discount from the company's retail consumer rates. In the event that an accessory is available from the vendor through multiple channels or with multiple pricing structures, the lowest price available to the public in the vendor's stores, catalogs, or web sites will be considered the retail price. The discount will be calculated based on that price.

**Service Agreements:**

- Vendors awarded contracts must agree to the following service and support terms:
  - The vendor must provide three of each proposed phone models, at no additional cost, to be used as loaners for lost, damaged, or stolen phones. The vendor may opt to handle loaner phones in one of two ways.
    - The vendor may provide the required loaner phones to the County's Information Technology Department so that loaners may be handled internally within the County. With this option, the vendor must agree to provide same-day ESN changes and programming so that phones may be immediately distributed by county staff.
    - The vendor may opt to keep the phones and handle loaner distribution. In the event that the vendor selects this option, they must agree to program and deliver loaner phones directly to the requesting division or department no later than next business day.

- In the event that all county loaners have been distributed to staff awaiting repairs or replacement phones, the vendor agrees to provide a loaner for any additional phones that have been sent to the manufacturer or a manufacturer authorized service center for repair.

**Training:**

- The vendor awarded the contract for cellular plus two-way radio service must agree to provide training to county staff upon request. The vendor must be prepared to train staff on the following utilities:
  - Adding phone numbers into phone book.
  - Using the two-way radio feature.
  - Enabling / disabling the speaker phone.
  - Enabling / disabling the “auto-answer” feature.
  - Using silent / vibrate mode with two-way radio feature.

**Existing County Contracts:**

- Award of a contract resulting from this RFP shall negate any existing contract accepted by Lee County divisions and departments. Such contracts shall be immediately converted to the successful vendor’s proposed pricing schedules under this RFP.

**Billing:**

- Vendors will provide an account per division or department.
- Vendors will provide a single detailed invoice per account. Each invoice must include a summary of charges by phone number.
- Vendors must be able to provide two copies of the invoice at no additional cost.
- Vendors with the ability to provide web access to invoices will receive additional consideration in the “value added” scoring.
- Billing cycles are not to be shorter than Net 30.

**Partnership:**

Nothing contained in this RFP document shall be construed or advertised as a partnership between the awarded vendor and the Lee County Board of County Commissioners.

**Natural Disasters**

Proposers must address in their proposal how their company can assure the County that during natural disasters, such as hurricanes, floods.... etc., that your company can provide continued uninterrupted service to all County departments and divisions. Address this in the Value Added area.

**Delivery of Cellular Equipment**

The contractor shall program and deliver equipment and accessories, within five working days, after receipt of purchase order.

**Cellular Phone Model Change**

Any new commodities, which as a result of revisions, alterations or technical improvements, meet or exceed the requirements of this quotation, must be offered for approval to Lee County for consideration for replacement of the discontinued models. The replacement's pricing must not exceed the price of the item it replaces.

**Instruction Manuals**

The contractor shall provide one (1) operating instruction manual or laminated card with each cellular phone purchase. The manual or laminated card shall cover the basic procedures required to originate calls, answer calls and use of the operating features of the cellular phone supplied. The cost of these manuals or laminated cards shall be included in the unit purchase price.

**Battery Disposal**

As a byproduct of cellular phone usage, the rechargeable batteries become useless and need to be replaced. It will be the responsibility of the contractor to provide Lee County with some method of disposing of these batteries that is in compliance with all Federal, State and local laws.

**Hurricane Season**

In order for Emergency Management to be adequately prepared for each hurricane season, it will be a requirement of this specification that the awarded vendor shall supply Lee County with cellular phones for this purpose. Approximately twenty-five phones will be provided to Lee County in June of each year. At the end of the season, the phones can be returned to the vendor until the following season. It is preferred that these phones have higher output than the typical cellular phone. There shall be no monthly access fee for these phones. Lee County will only pay for the usage of the phones.

**Emergency Purchases**

Lee County reserves the right to purchase items on an as-needed and/or emergency basis either from other sources or existing County annual quotations(which may include similar items). In an emergency situation, Lee County reserves the right to purchase cellular equipment/services covered by this contract from other sources.

**Disclosure:**

Proposers must reveal in their RFP response, any action pending against their company before the Florida Public Service Commission or any matters in the hands of the Florida Attorney General that might prevent the company from fulfilling the terms and conditions of this RFP contract.

## **RFP Response Format**

Each proposer must provide six copies of all RFP responses in the following format:

- All RFP responses must be tabbed and bound with the following information included:
  - Section 1: Introduction
    - Letter responding to the RFP indicating request to be considered for the contract for both of the following RFP categories:
      - Wireless phone service.
      - Wireless phone services plus two-way radio.

The letter must include a statement clearly indicating agreement to comply with all terms and conditions outlined in the request for proposal.
    - Brief summary of company offerings, including which wireless technologies and protocols are used by the company.
    - Coverage maps for the state of Florida.
    - Dropped call and “no-connect” statistics.
  - Section 2: Rate Plans
    - Individual Rate Plan Summary, including:
      - Individual (single-phone) rate plans.
      - Pooled-minute rate plans.
    - The following information must be included for each rate plan:
      - Number of included “anytime” minutes.
      - Additional cost per minute for airtime if the plan is exceeded.
      - Number of included “mobile-to-mobile” minutes.
      - Number of included two-way radio minutes (if applicable).
      - Additional cost per minute for two-way radio service if the plan is exceeded.
      - Cost per minute for roaming outside of Florida
      - Statement that the following features are included in the package at no additional cost:
        - Long distance
        - Unlimited nights and weekends
        - Caller ID
        - Voicemail
      - Monthly cost per additional phone (for pooled rate plans).
      - Start and end times for unlimited nights and weekends plan.
      - Monthly cost for detailed billing.
      - Monthly cost for phone insurance.

- Billing interval (whole minute, partial minute, second, etc.) for all call types (regular cellular, mobile-to-mobile, and two-way radio).
- Section 3: Phone Equipment
  - List of proposed phone equipment with specifications, included accessories, and prices.
  - Prices of the following accessories for each phone:
    - Car power adapter / charger.
    - Hands-free kit.
    - External battery chargers.
    - Additional batteries.
    - Data cable / software for backing up phone book info (if available).
    - Data cable / software for synchronizing contact info with MS Outlook (if available)
    - Data cable to use phone as a modem (if available).
    - Holsters or Cases
  - Accessory pricing may be provided in a form of a price list with discounted prices, or a percentage of discount from retail.
- Section 4: Value Added Options
  - Include documentation of options and services that set your company apart from competition. These items must be items of value to the County.
  - Include information related to web services for invoice review and account management.
  - Address how your firm will provide continued uninterrupted service during and after natural disasters hurricanes, floods....etc. Please detail how this assurance will be provided to the County.
  - Include information regarding discounted corporate employee rate schedules for personal use by county employees.

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease limit per employee

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. **Verification of Coverage:**

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).
3. Special Requirements:
  - a. An appropriate "Indemnification" clause shall be made a provision of the contract.
  - b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

#### Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.



LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

**MAILING ADDRESS**  
 Lee County Purchasing  
 P.O. Box 398                      or  
 Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**  
 Lee County Purchasing  
 1825 Hendry St 3<sup>rd</sup> Floor  
 Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number  
 Opening Date and/or Receiving Date

13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here \_\_\_\_\_

and check one of the following:

Do not offer this product       Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_

\_\_\_\_\_

**Christopher Jeffcoat - Re: Blue Sheet for Cellular Telephone Service**

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**From:** Jim Desjarlais  
**To:** Jeffcoat, Christopher  
**Date:** 5/11/2005 10:47 AM  
**Subject:** Re: Blue Sheet for Cellular Telephone Service  
**CC:** Cloutier, Peter; Franceschini, Robert; Sheehan, Janet; Wilson, John

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The committee is recommending the award for cellular phone service be made to Sprint. Many thanks for the time and effort everyone put into this endeavor!

Jim Desjarlais  
Director, Information Technology  
Office of the County Manager  
Lee County Government  
[jdesjarlais@leegov.com](mailto:jdesjarlais@leegov.com)  
(239) 335-2522  
Fax (239) 335-2262