OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 21, 2008

Agenda Item No. 8(O)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-1123-08

Subject: Award of Contract No. RFP 526: Wireless (Cellular) Devices and Services

RECOMMENDATION

Pursuant to direction given by the Budget and Finance Committee at its September 9, 2008 meeting, it is recommended that the Board approve award of this contract to AT&T Mobility National Accounts, LLC to provide wireless (cellular) devices and services to be implemented under a single provider network throughout the County and administered by the Enterprise Technology Services Department (ETSD).

CONTRACT NUMBER: RFP 526

CONTRACT TITLE: Wireless (Cellular) Devices and Services

TERM: Two year initial term, with eight, one-year options-to-renew at the County's sole discretion.

APPROVAL TO ADVERTISE: September 15, 2006

CONTRACT AMOUNT: $6,428,058 for the initial two year term

USING/MANAGING AGENCY AND FUNDING SOURCE(S):

Department	Allocation	Funding Source
ETSD	$6,428,058	Internal Service Fund

METHOD OF AWARD: Award to the highest ranked responsive, responsible proposer following a full and open competitive Request for Proposals process

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
AT&T Mobility National Accounts, LLC (Non-Local Vendor)	7855 Walker Drive, 1st Floor Greenbelt, MD 20270	Ralph DeleVega, Chief Executive Officer

PERFORMANCE DATA: There are no performance issues with this firm.

COMPLIANCE DATA: There are no compliance issues with this firm.

VENDORS NOT RECOMMENDED FOR AWARD:	Sprint Solutions, Inc. 2001 Edmund Halley Drive Reston, Virginia 20191 (Non-local) Verizon Wireless Personal Communications LP d/b/a Verizon Wireless 6161 Blue Lagoon Drive #160 Miami, FL 33126 (Local)
CONTRACT MEASURES:	The Review Committee of May 24, 2006, recommended a Small Business Enterprise selection factor for this solicitation. (Item # 6-04)
LIVING WAGE:	The services to be provided are not covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The contract includes the 2% User Access Program provision. The program discount will be collected with the provision that the County will exempt any fees that are based on Federal Communications Commission mandate and are pass-through charges.
LOCAL PREFERENCE:	Local Preference was applied in accordance with the ordinance, but did not affect the outcome.
CONTRACT MANAGER(S):	James D. Munn, Jr., Department of Procurement Management John Concepcion, Enterprise Technology Services Department
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or the County Mayor's designee will have the authority to exercise, at their discretion, subsequent options-to-renew and other extensions in accordance with the term and conditions of the contract.

BACKGROUND

Currently, wireless services for County departments are provided by a variety of service providers. Request for Proposals (RFP) 526: Wireless (Cellular) Devices and Services, issued under full and open competition, was structured to establish a contract with a single service provider for the deployment of wireless/cellular devices and services. This contract would

provide the County with a strategic business partner during declared County emergencies to assist in maintaining and/or restoring network coverage through coordinated planning and response. The pooling of minutes now shared with various providers would enable the County to receive even greater pricing programs. This contract will provide wireless services and devices in support of all departments and agencies, meeting the County's needs for high network accessibility, broad coverage, voice/data transmission quality and public safety requirements.

The County received proposals from three vendors in response to RFP 526 including New Cingular Wireless National Accounts, LLC (now AT&T Mobility National Accounts, LLC), Sprint Solutions, Inc., and Verizon Wireless Personal Communications, LP. The response provided by Verizon Wireless suggested that the County access contracts by the State of Florida for voice and data services. The Verizon proposal was deemed non-responsive as it failed to address minimum County requirements of the RFP.

Proposals were presented to the Selection Committee for consideration on November 20, 2006. The Selection Committee evaluated the proposals by following the procedures of an open and competitive process. AT&T Mobility and Sprint were invited to make oral presentations to the Selection Committee. Following these presentations and based on final committee scoring, Sprint Solutions, the highest ranked proposer (by one point) was invited to negotiate. During negotiations, staff confirmed that Sprint was not fully compliant with Wireless Priority Services (WPS), a minimum qualification of the RFP. WPS is an essential back-up component for communications in response to declared emergency events. The County's Negotiations Team confirmed that Sprint was not fully capable of providing WPS at the time of proposal submission. Based on this finding, negotiations with Sprint were terminated and negotiations were initiated with AT&T Mobility (formerly Cingular).

Original Negotiated Contract with AT&T
The negotiations with AT&T resulted in a contract requiring Board approval. The result of this negotiation provided the following value-added benefits:

- A $200,000 credit for "in-building" solutions during the initial term of the contract and a new $60,000 credit per renewal year to enhance wireless services and coverage throughout County facilities. This credit will be utilized to enhance service quality in buildings where due to location or height the reception is poor.

- Full subsidy of the acquisition of base wireless devices and air cards for the life of the contract. This means that the County will not pay for the hardware, just the service, in most cases.

- 200 free monthly text messages to all enabled County devices in support of the Emergency Alerts Program for the life of the contract.

- Following natural disasters or other emergencies, and in conjunction with the County's Department of Emergency Management and Homeland Security functions, AT&T has agreed to provide up to six portable cell sites for strategic deployment as necessary.

- In the event of a natural disaster or declared County emergency, AT&T shall deploy a Disaster Recovery Team immediately following County declared emergencies

capable of supporting the County's wireless service needs at the Miami-Dade County Emergency Operations Center (EOC) on a 24/7 basis.

- 50 new or used cellular devices will be donated to the Miami-Dade County Dial-A-Life program on a quarterly basis for the life of the contract.
- To achieve the required level of project planning and coordination, AT&T has agreed to assign a full time customer service representative to work from ETSD offices during the term of the contract.

After negotiations were completed, the process to award the contract was delayed due to un-related legal issues with AT&T and the Miami-Dade Aviation Department. Upon the resolution of those legal issues and given the length of time that passed since the original negotiations, business conditions had changed. It was prudent and in the County's best interest to determine the implication of these changes. Subsequently, staff met with both AT&T and Sprint representatives to verify if their proposals were still valid and relevant. Based upon the information received and market research, the following changes were confirmed:

- WPS was now fully deployed by both vendors.
- Both companies had gone through acquisitions that altered their structure.
- Technology changes required a re-fresh of hardware.
- Other competitive pricing plans were offered in the marketplace.

Additionally the County identified the following changes that had occurred since the original RFP response submission:

- Implementation of the County's Emergency Notification System had resulted in a change in the text messaging requirements of the County.
- Due to the time that had elapsed, the County would need to re-evaluate the number of minutes and units required based on current business conditions.

Based on these findings, which suggested the County could receive additional benefits to those previously negotiated, a recommendation was made to pursue competitive negotiations with both AT&T and Sprint. The competitive negotiation approach was seen as providing the County with the best option to meet this objective and could potentially result in greater savings to the County.

Consequently, on September 9, 2008 the Budget and Finance Committee considered my recommendation to reject all proposals for RFP 526 and recommend that the Board waive competitive bids, bid protest procedures and authorize competitive negotiations involving both AT&T and Sprint. After committee discussion, the Budget and Finance Committee directed staff to negotiate for a second time the price proposal offered by AT&T as they were the only responsive proposer at the time of their proposal submission.

Prior to the second round of negotiations, the County updated utilization data and acquisition plans based on current actual use and business needs. This update and adjustment was necessary independently of the approach taken; either competitive negotiations between AT&T and Sprint or second negotiations with AT&T. The data updates on actual County usage (number of minutes) and revised device requirements for public safety vehicles resulted in a reduction of $2,250,000 million dollars from the previously requested contract amount.

Results of Second Negotiations with AT&T

The re-negotiation process with AT&T resulted in savings in the amount of $550,000. Specifically, these savings are attributed to:

- Monthly service fee for "Push to Talk" devices was reduced from $9.99 to $5.00. The Push to Talk cellular devices can be used to transmit messages to a group of users similar to the way that "walkie-talkies" operate, without the need to call individual users by phone number.
- Data messaging charges have been reduced from $42.50 to $34.00 for County enabled Devices with no rate plan. These are the monthly charges associated with the texting functions of the "blackberry."
- Data messaging charges have been reduced from $42.50 to $30.00 for County enabled devices with a rate plan of $39.99 or greater.
- Monthly service fees for wireless air cards have been reduced from $44.99 to $42.00. These are the cards that are used by Police, Fire, Elections and other departments to transmit and receive data through the laptops deployed in support of their core functions.
- Antenna package conversion fees for the Miami-Dade police vehicles have been reduced from $151.10 to $35.00. These antennas are required to enhance cellular reception in the police vehicles.
- An unlimited voice plan has been introduced to the contract for $99.99 to avoid overage fees for users over 2,000 minutes.

The ETSD Project Manager will work closely with the vendor to support a seamless migration of services to the single provider for all primary wireless cellular services. Migration costs are the responsibility of AT&T. In order to transition existing telephone numbers, devices currently supported by other providers will need to be replaced with equipment from AT&T.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 21, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
10-21-08

RESOLUTION NO. **R-1123-08**

RESOLUTION AWARDING CONTRACT NO. RFP526, IN THE AMOUNT OF $6,428,058, TO AT&T MOBILITY NATIONAL ACCOUNTS, LLC TO OBTAIN WIRELESS (CELLULAR) DEVICES AND SERVICES ON AN ENTERPRISE BASIS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the award of Contract No. RFP526, in the amount of $6,428,058, to AT&T Mobility National Accounts, LCC in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner **Dorrin D. Rolle**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of October, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Oren Rosenthal

WIRELESS (CELLULAR) DEVICES AND SERVICES

THIS AGREEMENT made and entered into as of this ___ day of _____, 2008 by and between AT&T Mobility National Accounts, LLC (formerly know as New Cingular Wireless National Accounts, LLC), a corporation organized and existing under the laws of the State of Delaware, having its principal office at 1900 Gallows Road, Vienna, VA 22182 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide wireless (cellular) devices and services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. RFP 526 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated November 17, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such goods and services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

9

ARTICLE 1 - DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 526 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

d) The word "Contractor" to mean AT&T Mobility National Accounts, LLC (New Cingular National Accounts Wireless, LLC), and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

j) The words "Proposal" or "Contractor's Proposal" to mean the proposal document dated November 17, 2006, submitted by New Cingular Wireless National Accounts, LLC, to the County, in response to RFP No. 526: Wireless (Cellular) Devices and Services, and all associated documentation, including documents submitted during Oral Presentations, negotiation meetings, etc., in association with said Solicitation.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or

corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2 - ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the terms and conditions in effect and found on the AT&T Mobility website at http://www.att.com/cda, 3) the Scope of Services (Appendix A), 4) Pricing (Appendix B), 5) Coverage (Appendix C), 6) the Miami-Dade County's RFP No. 526 and any associated addenda and attachments thereof, to the extent that the Contractor has, in its proposal, taken or asserted exceptions to the contract documents, including the terms of the proposal, those exceptions shall not be deemed incorporated herein unless expressly incorporated into the contract documents; exceptions taken or asserted in the proposal shall otherwise be deemed waived by the Contractor, and the Contractor shall abide by the terms of the contract documents as written, and 7) the Contractor's Proposal.

ARTICLE 3 - RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4 - NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for, or incidental to the effective and complete performance of all Work and Services required by the Scope of Services. All things not expressly mentioned in this Agreement but necessary to carrying out its intent

are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are required by the Scope of Services. All Work and Services shall be accomplished at the direction of, and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5 - CONTRACT TERM

This Contract shall become effective on the date set forth above and shall remain effective for the initial term of two (2) years, or referred to as twenty-four (24) months. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of eight (8) additional one-year options to renew on an annual basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6 - NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Enterprise Technology Services Department
10300 Sunset Drive
2nd Floor Suite 450
Miami, FL 33173

Attention: John Concepcion
Phone: (305) 596-8368
Fax: (305) 596-8889
E-mail: JNC@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: James D. Munn, Jr.
Phone: (305) 375-1443
Fax: (305) 375-5688
E-mail: munnj@miamidade.gov

(2) To the Contractor

AT&T Mobility
Attn: 4C
1900 Gallows Road
Vienna, VA 22182

Attention: Cathleen Pryor, Vice President, Contracts
Phone: (703) 506-5785
Fax: (301) 576-5443
E-mail: cathleen.pryor@att.com

Either party may, at any time, designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7 - PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall not exceed the pricing further defined in Appendix B "Price Proposal" for ongoing services and equipment requirements based on this contract. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Contractor and by the Miarni-Dade County Board of County Commissioners or, to the limited extent the Board of County Commissioners has delegated authority to approve limited change orders, by the designee with such delegated authority to approve and execute such change and/or modification to the Contract, and to the extent such change orders are within the scope of such delegated authority.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

The Contractor is responsible for all travel costs and travel related expenses incurred in the process of delivering the goods and services contained in Appendix A - Scope of Services. The County shall not be liable for any expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8 - PRICING

Prices shall remain firm and fixed for the term of the Contract, except where by mutual agreement, the Contractor has provided pricing options within the scope of the contract that provide an operational and cost benefit to the County. These conditions of pricing are to include any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

The Contractor agrees that pricing for any goods and services shall be as stipulated in Appendix B - Price Schedule and refreshed on an as needed when needed basis. Quarterly Stewardship meetings shall be conducted by the Contractor and the County to discuss network coverage, price updates, ongoing projects, and other issues as identified. By mutual agreement, the Contractor shall provide quarterly updates to pricing in terms of reductions, special incentives, rebates and promotions by electronic notification and a secure web page, a feature of the Contractor's Digital Advantage Program (DAP), specific to Miami-Dade County during the term of this contract. No other terms & conditions of DAP shall apply except those that are specifically covered by this contract or approved by supplemental agreement.

The Contractor agrees that as devices and services are updated during the term of the agreement, prices for the same or like equipment or services shall maintain at least the same discount structure as negotiated and defined in Appendix B - Price Schedule.

ARTICLE 9 - METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve

disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Unless otherwise instructed in writing, all Invoices either electronic or in paper form and associated back-up documentation shall be submitted in the agreed form by the Contractor to the County as follows:

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87th Avenue
Miami, FL 33173

Attention: Elio Calvo, Finance Manager
Phone: (305) 596-8383
Fax: (305) 596-8559
E-Mail: calno@miamidade.gov

The County may, at any time, designate a different address and/or contact person by providing written notice to Contractor.

ARTICLE 10 - INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings arising out of the negligent performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than **$300,000** combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than **$300,000** combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than **$1,000,000** with a deductible per claim not to exceed ten percent **(10%)** of the limit of liability.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days notice in advance to the certificate holder.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF PROPOSAL MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default

of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11 - MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts in accordance with the Project Work Plan to maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12 - EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction, and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14 - AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15 - MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16 - QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17 - AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18 - SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19 - CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20 - SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The

services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21 - ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22 - SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23 - TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i) stop work on the date specified in the notice ("the Effective Termination Date");

ii) take such action as may be necessary for the protection and preservation of the County's materials and property;

iii) cancel orders;

iv) assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v) take no action which will increase the amounts payable by the County under this Agreement; and

e) **In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:**

i) portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii) non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24 - EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b)" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which

the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25 - NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26 - REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27 - PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses,

applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28 - CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be

considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29 - PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use, directly or indirectly, for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This

includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30 - PROPRIETARY RIGHTS

Nothing in this Article, however, shall limit or waive the scope of Chapter 119, Florida Statutes.

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use,

duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such Licensed Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31 - CONTRACTOR OBLIGATIONS

As a requirement of this Agreement, the Contractor is obligated to comply with all applicable County ordinances and state statutes. The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

The following County Vendor Application and Affirmative Action place information can be downloaded from the following websites:

a) Active County Vendor Registration and County Affidavits – the vendor registration application and associated affidavits can be downloaded from the following website: http://www.miamidade.gov/dpm/vendor_registration.asp;

b) Affirmative Action Plan – the information pertaining to this program can be obtained online from the following website: http://www.miamidade.gov/sba .

ARTICLE 32 - INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the

operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in

the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33 - NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 34 - CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any

portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 35 - PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 36- BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any

contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 37 - GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 38 - COUNTY USER ACCESS PROGRAM (UAP)

A. User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP fee. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Upon submission of Contractor's formal written request the County shall exempt properly identified Federally mandated fees or charges that are the result of FCC or Government regulations that are applicable to Miami-Dade County. This will be done on the provision that the Contractor's provides appropriate documentation and that the full extent of any approved exemption shall cover those changes pass through and regulatory in nature.

B. Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid

and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

C. Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 39 - PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of wireless strategy, network integration, coverage improvements, training, management development, project management, systems integration, data communications, software tools for wireless management and other specific activities related to improving the County's wireless (cellular) communications and related activities ("Services"). Activities related to the improvement of Network coverage are defined under Appendix C – Network Coverage. Other services dealing with training, use of software tools for account management, billing, etc shall be provided by the Contractor to the County by secure web access as mutually agreed.

ARTICLE 40 - STATEMENT OF WORK

Prior to the commencement of specialized services for any identified Project as referred to under Appendix C – Network Coverage , the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

ARTICLE 41 - REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified herein. The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

i. a written notification of the County's approval,

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

a) For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.

b) Unless an extension of time has been granted by the County pursuant to Article 48 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.

c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:

- Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

- Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work is not completed in accordance with other provisions of this Agreement.

d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 42 - DELIVERY AND INSTALLATION

a) All Deliverables the County ordered shall be delivered F.O.B. Destination. The County shall accept or reject the Deliverables within ten (10) days of receipt unless otherwise provided elsewhere in this Agreement.

b) If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered products or may accept any item or Deliverable and reject the balance of the delivered or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Deliverables for such items of rejected Deliverables and within fifteen (15) Days of Contractor's receipt of the County's rejection notice.

c) The County may delay delivery of ordered Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the County's receipt of notice of the Contractor's desire to delay delivery.

d) The Contractor shall deliver all ordered Deliverables no later than thirty (30) days from the order date.

e) The Contractor shall bear the risk of loss or damage to delivered goods and equipment until the time the Project Manager or designee has completed a standard test of the equipment delivered, whether such loss or damage crises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising

solely from the negligence or willful acts of the County.

f) Contractor agrees to deliver and or install the equipment at the applicable Sites set forth in the Contract or as mutually agreed. All agreed installation work will be performed during normal business hours unless otherwise specified. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that the agreed equipment and or services are functioning normally.

1. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.

2. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Equipment; (c) running of cables; (d) installation and testing of batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article.

g) Installation testing shall consist of the tests described in the Scope of Services which are to be conducted by Contractor and observed by the County. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event

of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 43 - SOFTWARE

As a feature of the Contractors Digital Advantage Program (DAP), the Contractor shall provide Wireless Information Navigator (WIN) Advantage© software at no cost to the County. Other than the Contractor's standard definition for use of WIN Advantage, no other term and conditions of DAP shall apply to this contract except where stated.

In providing this account management tool, the Contractor has also agreed to provide necessary training for County staff sufficient to utilize this resource. The Contractor shall provide the County with documentation, satisfactory to the County, confirming that the Contractor has provided necessary rights to the County's for all software licenses to be utilized under this contract for this program feature.

ARTICLE 44 - EQUIPMENT WARRANTY

a) The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that any Equipment, Hardware and related Software provided by the Contractor shall:

(i) Be free from defects in material and workmanship under normal use and remain in good working order, considering normal wear and tear;

(ii) Function properly and in conformity with the warranties in this Agreement;

(iii) Meet the performance standards set forth in the Scope of Services and the Original Equipment Manufacture's published specifications.

b) During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware or Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.

c) During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related software it provides.

d) In the event the Contractor's Hardware or Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 45 - THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in this agreement.

ARTICLE 46 - TESTS

Each System provided to the County and installed at a specific site will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services and / or Appendix C – Network Coverage. In order to assure System performance, the County will require a sequence of tests that shall be conducted at no additional cost the County.

ARTICLE 47 - EXTENSION OF TIME

a. If the Contractor is delayed at any time hereunder due to any of the following, then the affected schedule or the required performance of Work may be extended by the County, in the reasonable exercise of its discretion, for such reasonable time as the County may determine, subject to the following conditions:

   i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof, and neither was, nor could have been anticipated by the Contractor by reasonable investigation; and

   ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and

   iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures, whether before or after the occurrence of the cause of delay; and

iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the Contractor knows, or reasonably should have known, of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested, and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.

b. All references to the Contractor in this Article shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.

c. The period of any extension of time as indicated in this Article shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.

d. The County may require the Contractor to furnish such additional information or documentation as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands that an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.

e. Within thirty (30) days of its receipt of all information and documentation, as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

f. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof,

the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.

g. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.

h. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 59 "Extension of Time Not Cumulative"), nor the making of any payments to the Contractor, shall compromise the County's contractual right to assess liquidated damages or to declare the Contractor in default.

ARTICLE 48 - EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 47 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes, but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 49 - NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance in connection of providing Services as defined in Appendix A or specific Work, as provided under Appendix C – Network Coverage and "Extension of Time", "Extension of Time Not Cumulative", and "No Damages for Delay".

ARTICLE 50 - CHANGES AND EXTRA WORK

a. The County reserves the right to order changes which may result in additions to, reductions to, or deletions from, the amount, type or value of the Work required by this Agreement. Any such work shall be known as "Extra Work". It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the County for Extra Work shall be computed on the basis of the applicable rates set forth in the Price Schedule

for equivalent items as determined by the Project Manager. Extra Work, so ordered, must be performed by the Contractor.

b. No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. In the absence of such an order, if the Project Manager shall direct, order, or require any work which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith and shall promptly, and in no event after beginning the performance thereof, or incurring cost attributable thereto, give written notice to the Project Manager stating why he/she deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction, or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor, and other items involved; and (3) affording an opportunity to the County to take such action as it may deem advisable in light of such disputed work.

c. No change in, or modification, termination, or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the Contractor and by the Miami-Dade County Board of County Commissioners or, to the limited extent the Board of County Commissioners has delegated authority to approve limited change orders, by the designee with such delegated authority to approve and execute such change and/or modification to the Contract, and to the extent such change orders are within the scope of such delegated authority.

d. In the event that the County shall order Extra Work for which there are no applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager, it is understood and agreed by the Contractor that the County and the Contractor shall negotiate a mutually agreeable price, to be paid by the County, for the Contractor's performance of such Extra Work.

ARTICLE 51 - SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 52 - SPECIAL SECURITY REQUIREMENTS AT WATER AND SEWER DEPARTMENT

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the issuance of special identification (ID)

cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of WASD frequently. These ID cards are required for access and are issued by the WASD at the current cost of $20.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at WASD restricted areas. For more information concerning WASD ID cards, contact the Human Resources Section of WASD at (786) 552-8669.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

CONTRACT NO. RFP 526

WIRELESS (CELLULAR) DEVICES AND SERVICES

APPENDIX A

SCOPE OF SERVICES

TABLE OF CONTENTS

Definitions 3
2.0 Introduction 5
2.1 Purpose 5
2.2 Service Profile 6
2.3 Existing Contractor Contracts 6
2.4 Account Termination 6
2.5 Single Point of Contact 6
2.6 Service Migration 7
2.7 Wireless Local Number Portability (WLNP) Number Change 8
2.8 Digital Cellular Service 8
2.9 Wireless Priority Service (WPS) 9
2.10 Cellular Device Specifications 10
2.11 Equipment Shall be Most Recent Model Available 10
2.12 Wireless Handheld Functional Requirements 11
2.13 Device Coverage Testing and Evaluation 13
2.14 Lack of Coverage 14
2.15 Emergency Response and System Sustainability 14
2.16 Contractor Certification & Standards 15
2.17 Network Availability 16
2.18 County Public Safety Communications 17
2.19 Custom Calling Features 17
2.20 Operators 17
2.21 Three-Digit Services 18
2.22 Equipment and Flat Rate Service 18
2.23 Call Billing 18
2.24 Wireless Fraud 18
2.25 Cellular Orders Based on Award 18
2.26 Accessories and Services 18
2.27 Extended Warranty For Equipment 19
2.28 Rebates and Special Promotions 19
2.29 Stock Levels Shall be Maintained by Contractor 19
2.30 Substitution of Items During Term of Contract 20
2.31 Additional and/Or Optional Services 20
2.32 Additional Charges/Surcharges 20
2.33 Billing 21
2.34 Good Corporate Citizens: Dial-A-Life Program 21
2.35 End of Life Management 22

Definitions

a) The words "Contractor" or "Consultant" to mean the Company awarded this contract from the County as a result of the RFP solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".

b) The word "County" or "Customer" to mean Miami-Dade County, a political subdivision of the State of Florida, or any other agency accessing this contract.

c) The word "Department" to mean Enterprise Technology Services Department. (ETSD) or other County departments specifically named in the Contract.

d) The words "Scope of Services" or "Scope of Work" to mean Appendix A of this Contract, which details the work to be performed by the Contractor or Consultant.

e) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.

f) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Contract.

g) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

h) The word "CPE" to mean Customer Premises Equipment or that equipment used by cellular subscribers to communicate over the cellular telephone network.

i) The word "Cellular" to mean the products and services required in order to provide broad wireless voice and data telecommunications services.

j) The word "Normal Business Hours" to mean 8:00 AM to 5:00 PM EST, Mondays through Fridays.

k) The words "Busy Hour" to mean the one hour period in a day where a cell site experiences the highest number of call attempts.

l) "Call forwarding" refers to the capability of the cellular phone user to forward unanswered phone calls to a phone number of the user's choice.

m) "Call waiting" refers to the capability to notify the cellular phone user of incoming phone calls while engaged in a phone conversation, and allow the user the ability to answer the call.

n) "Voice mail" refers to the capability to allow the cellular phone user to have phone calls answered and messages recorded via an electronic answering device. The

vendor shall provide the user the ability to replay recorded messages via the user's cellular phone and landline phone. The use of these features shall be at the option of the purchaser.

o) "MOU" Acronym for Minutes Of Use, the unit of measurement normally used by cellular operators to count and bill voice usage.

p) "PTT" is an acronym for Push-to-Talk, or the term currently used for the feature that allows a device to communicate with another, on the same system, on a simplex mode, one user at a time, similar in function to devices called "walkie-talkies".

q) "Air-time" is commonly interchangeable with Minutes of Use.

r) "Handheld device" refers to devices such as Personal Digital Assistants (PDAs), Blackberries, etc., with Cellular capabilities.

s) "PC Cards" refer to PCMCIA type cards used to enable laptop computers to communicate with other computers and the internet via a cellular system. Examples of these are the Sierra AirCard 860 and the Sony GC83.

t) "RSSI" refers to Received Signal Strength Indicator. It is a unit of measure commonly used by cellular devices as an indication of the strength of the received Radio Frequency signal. As a mobile phone moves away from its serving cell site, its RSSI decreases similar to the way that the intensity of a light decreases as one moves away from its source.

u) "Erlangs" is a unit of measurement commonly used in telecommunications to quantify the capacity of a system or system component. The more Erlangs a system can support, the more simultaneous conversations it can support, keeping other variables constant.

v) "Capacity" refers to the volume of calls that a system or system component can support simultaneously or at any given time. The higher the Capacity, the more simultaneous conversations the system can support.

w) "Busy Hour" refers to the one-hour period of the day that a system or system component processes the highest number of call attempts. This term is commonly used in telecommunications in order to provision equipment to meet capacity demands.

x) Digital Advantage Program (DAP) for the purposes of this agreement shall refer to Cellular Services, Equipment and account management resources or features offered by the Contractor during the term of this Contract. DAP features to the County shall include access to current contract rates and all account activity provided through a secure web page specific to the County and use of WIN Advantage® Software.

SECTION 2.0 - SCOPE OF SERVICES

2.0 INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Enterprise Technology Services Department (ETSD), solicited proposals for Cellular Wireless Services and Equipment. The County included information in the RFP to address requirements of Miami-Dade County Public Schools, hereinafter referred to as MDCPS. This was intended to provide MDCPS an opportunity to directly access to this contract. The County indicated that any data included with reference to MDCPS was done so for informational purposes only. Proposals were to be based strictly upon the requirements defined for Miami-Dade County. It was understood that MDCPS and other public sector agencies would have open access to the conditions of award under this contract other that those specific in nature to Miami-Dade County.

Contractor shall have a full-service office which operates during Normal Business Hours (8:00AM to 5:00PM) on weekdays (minimum) and with staff capable of handling Customer inquiries and orders on-location during those business hours.

All products and services must meet or exceed all conditions and specifications of the original Request for Proposal (RFP). Technical documentation requested under the solicitation, was utilized to evaluate compliance of the products and technical services proposed.

In accordance with Article 5 this agreement shall cover an initial two (2) year period, with eight (8) one-year options to renew, at the County's sole discretion. It will not constitute an exclusive contract between County and the Contractor, but by design is intended to provide a single strategic relationship for the wireless (cellular) services defined herein between the County and the Contractor as the single provider.

2.1 PURPOSE

The primary Project goals and intent of this contract are defined below:

A. Strengthen public safety and public services in Miami-Dade County by:

- Obtaining cellular coverage, high network accessibility, and acceptable voice quality throughout the State of Florida and particularly throughout Miami-Dade County.
- Ensuring Contractor has adequate disaster preparedness and response equipment, resources, and plans in place to quickly and effectively restore service after natural disasters such as hurricanes.
- Establish a partnership between the Contractor and the County during emergency operations in order to help ensure continuity of County operations.

B. Controlling and reducing operational costs where possible by obtaining Cellular services on a fixed rate per-minute and a firm flat rate for fixed monthly wireless services where requested, as well as discounted prices for equipment.

C. Streamline reporting and accounts payable processes by centralized and automated invoicing made available to the County on a mutually acceptable electronic basis.

D. Decrease administrative costs by establishing single points of contact between the County and Contractor, standardizing equipment and accessory options, and centralizing equipment management.

2.2 SERVICE PROFILE

One of the primary Project objectives is to create a streamlined reporting system for the County's Cellular usage. This reporting system will facilitate the availability of centralized data in order to monitor the County's current use of Cellular services and to plan for future demand. Based on accounting reports at the time of the RFP, which included data from more than fifty County departments and MDCPS users, the estimated current Cellular usage for both government agencies was approximately 3,700,000 minutes of use (MOU) per month.

Based on an analysis of current carrier files, the County has reflected current MOU and device and or equipment deployment within tables found in Appendix B – Pricing. The information found there should not be considered a guarantee of future demand and does not constitute any type of usage commitment, now or in the future.

2.3 EXISTING CONTRACTOR CONTRACTS

It is the intent of this agreement that the County shall transition from services being provided by other Contractors in accordance with section 2.6 Service Migration in a manner that will not adversely impact County operations.

2.4 ACCOUNT TERMINATION

The County shall be able to terminate any and all Cellular service and accounts upon written notification to the Contractor. All charges associated with any phone line shall cease effective upon the date of termination of service for that phone line. Termination of service shall take place no later than one business day after written notification to the Contractor by the County. The County shall not be responsible or liable for any charge associated with service provided after Termination of service on any phone line. The Contractor shall issue credit for any flat rate monthly service fees billed in advance on a prorated basis based on termination date.

2.5 SINGLE POINT OF CONTACT

The Contractor shall coordinate all new accounts for services, equipment and accessories through the County's designated coordinator(s).

- For Miami-Dade County, ETSD shall be responsible for providing the Contractor an active list and all updates including Coordinators Name(s), telephone number and e-mail address.

- Other agencies accessing this contract shall be responsible for providing the Contractor similar information.

The Coordinator(s) for each entity shall determine the requirements for all new user accounts, including the device types, features, and accessories. Additionally, all promotions, sales calls, changes to service, and billing issues shall be reviewed and authorized in writing through the Coordinator(s) designated for each agency. The Contractor shall not present or sell Cellular services, equipment, accessories, or any other products or services in connection with this Contract to any County employee without first being directed to do so by the Coordinator(s).

The Contractor shall provide to the designated Coordinator(s) a single point of contact for sales and service. **NEITHER THE COUNTY NOR ANY OTHER AGENCY ACCESSING THIS CONTRACT WILL BE HELD RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH PRODUCTS NOR SERVICES THAT ARE A DIRECT OR INDIRECT RESULT OF CONTRACTOR NON-COMPLIANCE WITH THIS POLICY.**

The Contractor shall be required to provide written notification to the County of any changes in this single point of contact.

2.6 SERVICE MIGRATION

It is the intention of the County that the implementation of this Contract will assist with the process of standardizing Cellular services, equipment and features as defined herein. To this end, the County intends for this contract to serve as the main instrument that will be utilized to acquire the services and devices within its scope as outlined in this Section 2.0. There may be exceptional circumstances, at the discretion of the County Manager that will require the County to acquire services within the scope of this contract from sources other the Contractor.

The County intends to achieve implementation of the service migration plan through attrition of existing agreements and the phased migration of new or existing users. The County will work with the Contractor to complete service migration within 180 days of a contract effective date.

The table below covers the County's planned phased schedule, subject to change by mutual agreement between the County Project Manager and Contract's Project Team:

TRANSITION PLAN – GROUPS 1-3 FOR HANDHELD DEVICES

Phase 1	*First 30 Business Days*
1-1	**Miami-Dade Police**
1-2	**Miami-Dade Fire Rescue**
1-3	**Emergency Operations Center**
1-4	**Mayor's Office**
1-5	**Board of County Commissioners**
1-6	**County Manager's Office**
1-7	**County Attorney's Office**
Phase 2	*Business Days 31-60*
2-2	**Office of Strategic Management and Budget**
2-3	**Public Works**
2-4	**Team Metro**
2-5	**Water & Sewer**
2-6	**Corrections**
2-7	**Clerk of Courts**
2-6	**Corrections**
2-8	**Administrative**
2-10	**Planning & Zoning**
2-11	**Animal Services**

SD

Phase 3	**Business days 61-180**
3-1	**Remaining County Departments/Agencies**

TRANSITION PLAN – GROUPS 4 PC AIR CARDS AND MODEMS

	Animal Services
Phase 1	**First 120 Business days**
1-1	**Miami-Dade Police**
Phase 2	*Business Days 121-180*
3-1	**Remaining County Departments/Agencies**

The Contractor shall be responsible for transitioning all migrating County users from their existing Cellular devices to equivalent devices. The Contractor has agreed to any applicable migration costs and or equipment pricing which is indicated in appendix B.

Appendix B – Pricing shall cover the following*:*

- Group 1 - Voice Only
- Group 2A - Voice and PTT
- Group 2B - Voice and Data
- Group 3 - Data Only
- Group 4- Air (PC) Cards and Wireless Modems
- Group 5 – Special Response and Network Services
- Group 6 – Alternative Pricing Schedule – Voice and Data
- Group 7 – Text Messaging – Wireless Emergency Alerting System

During the term of the contract, the Contractor has agreed to assign mutually approved support staff to be stationed at the offices of ETSD – Telecommunications during normal business hours. The migration plan indicated above is subject to change in terms of transition priorities shown. The County and Contractor have agreed to work closely to minimize any disruption of services.

To achieve the required level of project planning and coordination, the Contractor has agreed to assign full time project staff to work from the offices of ETSD – Telecommunications project manager during the term of the Agreement.

2.7 WIRELESS LOCAL NUMBER PORTABABILITY (WLNP) - NUMBER CHANGE

In addition to the migration plan detailed above, the County reserves the right to request to utilize WLNP during the term of this contract. The action of moving a device number by WLNP shall be accomplished at no additional cost to the County, or any other eligible agency accessing this contract. In addition to having primary responsibility for implementing any WLNP, the Contractor shall be required to implement the request within three (3) working days. Repeated failures to comply with this requirement may be considered by the County as "non-performance" and as such, grounds for default.

2.8 DIGITAL CELLULAR SERVICE

Only Digital Cellular services will be considered in this contract as a basic service. Therefore, only digital equipment will be accepted. These services shall be provided by features within the Contractor's Digital Advantage Program (DAP) as defined within this agreement. The primary features of this program at no cost to the County shall include:

- Secure web access to information specific to this Miami-Dade County contract for the purposes of monitoring and administration of all account activity.
- Use of Wireless Information Navigator (WIN) Advantage® software as an account management tool and resource.

No other terms & conditions of DAP shall apply except those that are specifically covered by this contract or those which are mutually agreed and approved by supplemental agreement.

In addition, Contractors shall also provide current and periodic updates to:

- Published coverage maps to indicate the counties, cities, states, or portions thereof, where they have digital cellular systems operating.
- Types of protocol being used (e.g.: TDMA, CDMA, GSM, GPRS, EDGE, etc.) including advance information on any technology platform revision that may impact wireless services.
- Listing of equipment, services and features available with the digital cellular service (e.g.: text messaging, internet access, paging).

Any County agency or other eligible user of this contract who purchases wireless equipment and/or service and subsequently determines equipment and/or service is not satisfactory shall have the option to request an equipment exchange or full refund of purchase price within 30 days of activation.

The County reserves the right to request Contractor to refund the purchase price for new and non-activated cellular equipment for 45 days following initial delivery. This request may also include the option for exchange of new equipment to the prevailing current model or device.

The grade of Cellular service provided to contract users with respect to voice quality, call completion, dropped calls, and time of access shall be equal to that provided to other commercial subscribers within the Cellular system's published service area. Furthermore, Contractor must demonstrate how they will be able to provide priority service to emergency responders during periods in which network congestion may exist.

2.9 WIRELESS PRIORITY SERVICE (WPS)

The Contractor shall provide Wireless Priority Service for priority cellular network access to improve the probability of a WPS user's National Security/Emergency Preparedness (NS/EP) call completion during periods of network congestion. WPS is a government program with specific standards and requirements. All wireless carriers are required to build WPS in their network to be compliant with those standards. These standards include the use of 5 specific priority levels as defined by the federal government, and government authorization of all WPS subscribers.

The priority levels are defined as:

1. Executive Leadership and Policy Makers
2. Disaster Response/Military Command and Control
3. Public Health, Safety, and Law Enforcement Command

4. Public Services, Utilities, and Public Welfare
5. Disaster Recovery Personnel

Miami-Dade County will register key personnel with priority access to ensure critical communications capabilities are maintained during periods of heavy network traffic by dialing *272 plus destination number the call will be flagged as an urgent communication and be connected over the next available channel.

Contractor has provided start up costs, monthly fee, and per minute charge if a call is placed using WPS service. In addition, Contractor provided the time it takes to process WPS requests until completion excluding federal agency that manages and approves priority service nationally.

2.10 CELLULAR DEVICE SPECIFICATIONS

All Cellular devices proposed shall meet or exceed the following conditions and specifications:

A. Configuration: The portable Cellular device shall be a single handheld unit consisting of a handset/keypad with built-in transceiver, battery, and an antenna in new condition. It shall be supplied, at a minimum, with an AC battery charger, and a standard earpiece.

B. Battery status or level indicator shall be included in the device.

C. Battery Type: Rechargeable battery, sealed lithium-ion (Li-On), or the most current available technology (i.e.: fuel cell, etc.)

D. Cellular equipment must operate within the boundaries of frequency ranges established by the FCC and any other regulating body of the Cellular industry for the successful Contractor(s).

1. ***Technical Performance:*** ***Per FCC rules and EIA IS-19-B***

2. **Features (Minimum):**

- 12-button keypad (0-9, *, #) in handset.
- 25 number memory, 16 digits (minimum) per number stored.
- Controls and indicators as required to originate, receive calls and control main battery power on, Call in Progress (In Use), No Service, and Roaming-Digital Service or Analog Only Service.
- Display shall be LED, Fluorescent, or backlit LCD.
- Call log listing missed calls, dialed calls, and received calls.
- Redial
  - Ring silence settings for meetings
  - Volume control
  - An on/off switch

E. Accessories: spare batteries, hands free microphone/ear plug, car charger, and other equipment as available.

2.11 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the Contractor shall be the most recent model available. Any optional components which are required in accordance with the contract specifications shall be considered standard equipment. The Contractor will provide timely notification of equipment that is being phased out by the OEM (i.e. Motorola, Nokia, etc.) and will provide the closest functional equivalent available based on similar price without compromise to quality or performance.

On a case-by-case basis, the County reserves the right to accept offers for items being phased out. This provision will however be done at sole discretion of the Agency by mutual written consent. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices.

The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards. Offerings shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used; shopworn, demonstrator or prototype equipment is not acceptable, unless mutually agreed in writing and will be rejected.

2.12 WIRELESS HANDHELD DEVICE FUNCTIONAL REQUIREMENTS

A. HANDHELD AND PDA DEVICES

Messaging:

- Provides Cellular e-mail and Web access over nationwide wireless, packet-switched, data networks
- Integration into the existing Miami-Dade County Enterprise Messaging Infrastructure (Microsoft Exchange)
- Encryption technology that meets FIPS 140-1 requirements
- Single mailbox integration using the existing e-mail addresses
- Mobile e-mail solution with a real-time link to the user's desktop e-mail
- Mobile personal information management functions with desktop synchronization
- End-to-end security including anti-spam and anti-virus services
- Enterprise Support
- Flat-rate unlimited pricing for data

Technical Specifications (minimum):

- 5 MB flash memory plus 512 Kbytes SRAM
- Built-in Microprocessor
- Modem: Embedded wireless modem

- Keyboard: Optimized mini keyboard
- Display: User-selectable 16 or 20 line display, or better
- Notification: Tone, vibrate, in-screen or LED indicator
- Software: Integrated email and organizer software
- User Interface: Intuitive icons and menus
- Security: Password protected
- Battery: Internal rechargeable Lithium
- Cradle: Docking and charging cradle

The County currently supports the Blackberry™ Wireless Solution and others compatible with MS Exchange to provide a robust secure infrastructure that supports communication with handheld devices over wireless networks to the County's internal messaging infrastructure. The County reserves the right to require that handheld devices be compatible with the standard messaging platform currently deployed.

B. WIRELESS DATA DEVICES

PC Cards:

Operating System (OS) Supported:

- Windows® 98SE, NT 4.0 SP 6a, Me, 2000, XP, Pocket PC, CE (4.1, 4.2)

Mechanical:

- PCMCIA Type II Card

Environmental:

- Operating Temperature: -20 to +60 °C
- Storage Temperature: -30 to +85 °C
- Vibration: 15g peak, 10Hz to 2kHz

Additional Features:

- Class 12: speeds up to 216kbps max vs. class 10 devices offering speeds at 100kbps
- NDIS driver host interface
- Voice and Fax support
- SMS Messaging
- Dial-up Networking
- SIM Compatible

Approvals:

- **FCC, Industry Canada, PTCRB, CE, and eMark**

Software:

- Mobile Operator Branded Software

RUGGED MODEM:

Operating System (OS) Support:

- Notebooks: Windows® 2000, XP (serial or USB)
- Windows 98SE or NT4.0 SP6a (serial only)

Physical Features:

- RS232 serial connector (DB9)
- USB connector
- 4-Wire headset connector (2.5 mm)
- I/O connector (DB15)
- GPS antenna connector (SMA)
- RF antenna connector (TNC)
- Reset button
- Status indicators (LEDs)

Environmental Features:

- Operating temperature: -40° to +75° C (-40° to +167° F)
- Storage temperature: -40° to +85° C (-40° to +185° F)
- Vibration: MIL 202G, 810F, and SAE J1455
- Shock: MIL 202G, 810F, and SAE J1455
- Humidity: 95% RH non-condensing
- Splash: SAE J1455
- ESD: +/- 4 kV contact
- +/- 15 kV air discharge as per IEC 61000-4-2
- Dust and salt spray resistant

Approvals:

- FCC, Industry Canada, PTCRB, CE, and eMark

Voltage Range:

- 9 to 36 VDC

NOTE: Designed for 12 volt and 24 volt automotive systems

2.13 DEVICE COVERAGE TESTING AND EVALUATION

Contractor has provided current maps of the area covering South Florida (inclusive of Monroe County, Miami-Dade County, Broward County, and Palm Beach County). The maps and related technical response included all of the following:

- **Coverage:** RSSI maps
- **Voice Quality:** Maps of industry standard metrics that apply to Contractor's specific over-the-air transmission technology used to quantify voice quality. (Ex.: Uplink and Downlink MOS)
- **Capacity:** Erlangs maps on a cell by cell basis. Maximum number of simultaneous conversations that each individual cell site on the network currently supports at the cell's current Busy Hour.
- **Data Throughput Capacity:** Explanation of Contractors ability to provide high data throughput to multiple data enabled devices simultaneously. Throughput capability of each cell site and variances based on CPE, cell loading conditions, or any other factor?

Maps were the result of recently collected (less than one year old) Radio Frequency (RF) propagation data, current system architecture, and were to be exempt of software predictions.

These color maps provided an acceptable level of detail with respect to color scale and legend that specifies units of measure used. Preferred units are RSSI (dBm) for Coverage, MOS for Voice Quality, and Erlangs for Capacity. Capacity maps must specify the Offered Erlangs per cell for every cell site in South Florida region (Monroe County, Miami-Dade County, Broward County, and Palm Beach County)

The Contractor provided information to provide the County an opportunity to objectively evaluate system performance for Coverage, Capacity, and Voice Quality. This included but was not limited to the following:

- Explanation of how Contractor's Cellular system compares to other local Cellular carriers in terms of Coverage, Capacity, and Voice Quality.
- Explanation of how Contractor's Cellular system compares to other local Cellular carriers overall. (This might include other considerations such as quality of customer service support, billing flexibility, system performance, particular technologies, etc.)
- Details of when and by whom (what company) this data was collected and analyzed.

In addition to the above information, Contractors are also asked to provide a color copy of any other coverage maps that are readily available to the general public.

The County reserves the right to conduct its own coverage and data throughput test studies, either in-house or by a third party, in order to verify the validity of the information depicted in these maps.

2.14 LACK OF NETWORK COVERAGE

At any time during the term of this agreement the County may request that the Contractor perform coverage tests to verify coverage to specific geographical areas or buildings. The Contractor and the County have agreed a project approach to for monitoring and improving network coverage as indicated in Appendix C – Coverage. Information found there indicates the Contractor's responsibility and commitment to work with the County in taking appropriate action to improve the network coverage where warranted.

2.15 EMERGENCY RESPONSE AND SYSTEM SUSTAINABILITY

The Contractor agrees to provide and/or maintain, at no additional cost beyond the established price for flat rate services, a maximum of five-hundred **(500)** active Cellular telephones upon written County request. These devices will be used for deployment within various eligible County agencies during natural disasters and/or periods of emergency, as declared by State and local emergency preparedness agencies. The devices provided hereunder shall be returned to the Contractor at termination of the emergency period in good working condition, ordinary wear and tear accepted. Lost or damaged devices shall be billed to the County, at full replacement value, established at the time of delivery.

The County reserves the right to extend this provision to cover other major county events and special needs, such as for County-wide elections or Convention events where there are expressed Public Safety considerations.

Disaster Recovery and Continuity of Operations

In the event of a natural disaster or declared County emergency the Contractor shall provide selected Disaster Recovery services. The Contractor shall deploy a Disaster Recovery Team immediately following County declared emergencies, capable of staffing the Miami-Dade County Emergency Operations Center (EOC) on a 24/7 basis. In the event of hurricane events, Contractor shall deploy Disaster Recovery Team 24 hours prior to the scheduled hurricane arrival and remain until emergency conditions are lifted by the Miami-Dade County Emergency Operations Center. In addition, and in conjunction with the County's Emergency Operations functions, the Contractor agrees to provide up to six portable cell sites (e.g.: COLTS or COWS) with the necessary generators and fuel supplies following a natural disaster or declared emergency, for strategic deployment to designated areas as directed by the Miami-Dade County Emergency Operations Center. On an annual basis, prior to May 15th, the Contractor shall provide the County with updated Disaster Recovery Team information, as well as information regarding emergency equipment available for deployment, or at other times as reasonably necessary for the County to maintain up to date information.

The Contractor's response to the RFP provided a description of designated Disaster Recovery Team that would be deployed to the Miami-Dade Emergency Operations center during disasters and declared emergencies. The description includes team member names, title, contact information, classifications (e.g. technicians, engineers, & support staff) and overall team capabilities. Contractor has provided a general description and typical deployment timetable of the emergency portable cellular towers and equipment that will be made available for deployment in the event of emergency conditions shall also be provided.

Item #	Information Provided in Contract's Response Included
1	Details of plan to provide the County continuity of Operations Plan. Establishment of 24/7 company command center, staging of critical equipment and personnel, generator fueling plan, deployment plan for portable towers into the hardest hit areas, including procedures to reserve up to the maximum of six portable cell sites (e.g.: COLTS or COWS).
2	Description of role and responsibilities of designated personnel to the Miami-Dade Emergency Operations Center during activations.
3	Procedure how designated disaster recovery team personnel will be deployed to the Miami-Dade Emergency Operations Center.

SUSTAINABILITY

Besides the Contractor's ability to be strategic partners to the County in case of Disaster Recovery and Continuity of Operations, the County evaluates responses considering the Contractors' ability to sustain wireless coverage in Miami-Dade County in case of disaster events such as hurricanes. The Contractor provided detailed statements covering the following listed items, as well as any others assisted the Evaluation Committee that best practices would be utilized to sustain network service in case of major disasters:

Item #	Information Provided in Contractor's Response (Description or Percentages)
4	Description of existing roaming agreements in place that enhance or increase system redundancy.
5	Local towers in operations that are hardened sites, indicating which have on-site battery backup and generator.
6	Local hardened towers in operations with on-site battery backup and generator capable of powering tower equipment up to **8 hours** without refueling.
7	Local hardened towers in operations with on-site battery backup and generator capable of powering tower equipment up to **24 hours** without refueling.
8	Local hardened towers in operations with on-site battery backup and generator capable of powering tower equipment up to **48 hours** without refueling.
9	Local hardened towers in operations with on-site battery backup and generator capable of powering tower equipment up to **72 hours** without refueling.

2.16 CONTRACTOR CERTIFICATION & STANDARDS

Contractor must have received any certifications required by the State of Florida Public Service Commission (PSC) and must meet all current Federal FCC requirements to provide communication services.

As a condition of the RFP, the Contractor provided documentation confirming they have been a Cellular provider for at least three (3) years. In addition (a) verification of cellular network ownership and (b) a list of qualified Engineers assigned to South Florida to operate and maintain system support has also been provided. The Contractor has agreed to provide timely notification and updates regarding network ownership and applicable changes in Engineering support staff as it relates to Network support for Miami-Dade County.

2.17 NETWORK AVAILABILITY

Contractors has provided a statement on company letterhead with documents that describes your criteria for network accessibility, specifically around peak times, regional emergencies, and measures taken to ensure capacity during the term of this agreement.

The Contractor shall provide County automatic network notification of all major outages that impact County wireless services. Contractor shall email all messages to Miami-Dade County, ETSD, Network Operation Center within 15 minutes preceding any planned outages. The message should include information regarding nature of the network outage, activities being performed to restore by Contractor and estimated length of outage. The Contractor shall contact County via electronic message notifying County within 15 minutes of service being restored.

The maximum time allowed to provide interim service in case of a network or operator services failure shall not exceed two (2) hours. In the event of a natural disaster, Contractor agrees that the restoration and functional use of wireless services being provided to the County will be escalated to the highest priority level within their organization. This is required in the interest of Public Safety in accordance with applicable FCC Guidelines.

The County will require a regional notification prior to any internal scheduled system maintenance affecting County network availability. The Contractor shall provide description of maintenance, action plan and estimated timeline for scheduled system maintenance. This report should be submitted to the County by the Contractor within 15 minutes of the event or service failure.

2.18 COUNTY PUBLIC SAFETY COMMUNICATIONS

Miami-Dade County Police (MDPD) and Miami-Dade Fire Rescue (MDFR) departments have a public safety component in their communications requirements. The vital role of MDPD (Law Enforcement) and MDFR (First Responders) in serving the Citizens of the County mandates that Contractors comply with the following items:

Confidentiality of Cellular Information and Records
Due to the sensitive nature of MDPD activities (i.e. investigations, homeland security, etc.) all Cellular MDPD account information, including but not limited to numbers issued and detailed billing records will be considered as confidential in nature.

Secure Billing Records (Designated MDPD personnel only)
MDPD requires a secure and restricted method to access Cellular phone account information, usage, and billing records. MDPD will designate, in writing, those personnel who will have direct access to Cellular phone account information, usage, and billing records. These records must be isolated from the main or general billing accounts.

Wireless emergency telephone number "E911"
Under Florida Statute 365.172, wireless telephone service providers are required by the Federal Communications Commission (FCC) to provide wireless Enhanced 911 (E911) service in the form of automatic location identification and automatic number identification pursuant to the terms and conditions set forth in an order issued by the FCC. The County reserves the right to terminate the services of any Contractor not in compliance with this item.

Public Safety - Single Point of Contact
MDPD and MDFR require immediate access to wireless provider in the event of a local emergency for regular business. The awarded provider will be required to assign a single point of contact for County declared emergencies. This is not associated with County disaster or Emergency Operations Center (EOC) activation.

On-Site Staff at the Emergency Operations Center (EOC)
The Contractor may be required to assign site staff for the Miami-Dade EOC during official activations. Assigned personnel may be required to remain on-site during Miami-Dade EOC activations that are level 3 in nature as the designated single point of contact during the declared emergency or natural disaster.

2.19 CUSTOM CALLING FEATURES

The Contractor shall include the following custom calling features in the basic cellular phone service at no additional cost to the Customer:

- Call Forwarding
- Call Waiting
- Three-way calling
- Voice Mail w/ pager notification
- Automatic roaming
- Caller ID
- State-wide roaming

2.20 OPERATORS

Cellular Operators must be available 24 hours per day, 7 days a week, including holidays. The following operator services must be provided:

- Long Distance Directory Assistance
- Caller Assistance
- Hearing impaired services through TDD interface

2.21 THREE (3) DIGIT SERVICES

311 Service is a three digit abbreviated dialing arrangement for accessing non-emergency police and other government services in a particular jurisdiction and is pursuant to order by the Federal Communications Commission (FCC) in CC Docket 92-105.

Miami-Dade County will provide the Contractor with a single toll free number to which all 311 calls are to be translated ("Termination Number"). Miami-Dade County certifies that the Termination Number will allow callers from anywhere within the jurisdiction of Miami-Dade County to complete calls on a toll-free basis and will indicate in any advertising that air time charges may apply.

Contractors under this Contract shall be required to provide reliable access to 311 dialing service within the jurisdiction of Miami-Dade County. This requirement shall remain in effect during the entire term of contract.

In addition to 311, the County will require any Contractor to provide the ability to access any recognized three (3) digit dialing service.

Contractor has agreed to provide the County the option to block select (3) digit dialing (i.e. 411) at no cost should this technical solution become available during the term of the contract.

2.22 EQUIPMENT AND FLAT RATE SERVICE

The Contractor shall provide a flat, per minute, rate for actual minutes of use (MOU) for voice services. This rate shall include any and all access fees including, but not limited to, start-up fees, access fees, disconnection fees, etc. The rate shall also include the standard feature sets of national long distance, voice mail, call forwarding, toll restriction, and caller ID.

For Example: If a user uses 1000 minutes during a 30 day billing cycle, and the flat rate is 5 cents per minute, the user should be billed 1000 times $0.05, or $50.00. If in the next billing cycle the same user uses 2 minutes, the user should be billed 2 times $0.05, or $0.10.

International long distance calling rates shall not be included in the flat, per minute rate. International calling capability will be pre-approved by the Coordinator(s).

Contractor's rates shall be fixed for the initial contract term. **Flat, per-minute rates and other prices reflected in Appendix B – Pricing shall not exceed the price being offered to other Counties or Governmental Agencies for equivalent services.** Any special promotions, dealer incentive programs, price cuts, rebates, or warranty extensions offered to similar governmental accounts during the course of the contract shall be made available to the Customer as well as other participating public agencies. In addition to regular periodic reports provided by the Contractor, pricing updates and service billing information shall be made available to the County through online secure access as mutually agreed.

2.23 CALL BILLING

Billing must be voided for incomplete calls.

2.24 WIRELESS FRAUD

The County will not be liable for any Cellular wireless fraud. Contractor must provide in the proposal a detailed plan explaining how they currently deal with Cellular wireless fraud (cellular phone cloning, etc). This information or Company policy statement must be consistent with established industry standards and must be submitted as part of the proposal documentation

2.25 CELLULAR ORDERS BASED ON AWARD

The County will issue written orders or utilize the Contractor's WIN Advantage® software to request equipment and services. These orders may reflect the requirements of an entire department for initial deployment, for equipment and service contract transition, or for any additional departmental requirements. These written requests will typically cover the following:

- Equipment and quantity by device type
- Special conditions necessary to meet Departmental requirements
- Additional Accessories, beyond items required, to be supplied with the device
- Additional Services, beyond items required, available as optional for the device

2.26 ACCESSORIES AND SERVICES

The County reserves the right to accept and/or reject any individual item(s) or all items offered as an Accessory or Service.

Contractors has provided fixed discount on all Accessories and Services. These fixed discounts shall reflect a minimum savings of fifteen percent (15%) or greater from the Contractor's pricing based on published MSRP. It is the intent of this Contract that by greatly expanding accessories and services, all eligible contract users will have a much greater variety of equipment and services from which to choose. Further, the Contractors will be required to update its accessories and service offerings as new equipment and/or services become available. This equipment list shall include the most recent models available. Contractor should make available all models that are available to the general public and shall make no restrictions to the availability of products and or services under the term of this contract.

The Contractor has provides features of Florida-based national long distance, voice mail, call forwarding, toll restriction and caller identification as indicated in Appendix B - Pricing.

Contractor may offer additional services within the scope of this contract as they are available to the general and public market. The Contractor will provide periodic electronic updates and post this information on a secure web page specific to Miami-Dade County as a feature of the Digital Advantage Program (DAP). In order to provide additional features, the Contractor shall allow a user to change its wireless device without penalty.

The prices and/or discounts provided shall include the cost for the hardware or device, delivery, services, programming, and initial system setup. Any services and repairs or maintenance not covered by standard warranty must be specified at the time of offering.

2.27 EXTENDED WARRANTY FOR EQUIPMENT

Contractors shall provide the option to extend equipment warranty for a period of up to twelve (12) months past the standard equipment warranty period. The Contractor shall provide a list of equipment for which this extended warranted will be offered and any associated costs. Customer shall have the option to purchase the extended warranty at any time after the initial standard warranty period.

2.28 REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the Contractor to the County. It shall be the responsibility of the Contractor to notify the County of such rebates and/or special promotions during the contract.

Special promotions shall be offered by the Contractor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

The Contractor will be expected to process any forms required to validate rebates or special offers on behalf of each agency.

2.29 STOCK LEVELS SHALL BE MAINTAINED BY CONTRACTOR

The Contractor shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. In addition, the Contractor have agreed to provide devices (equipment) as indicated in the table as on-hand inventory (aka 'seed stock') to ETSD to enable the County the ability to process select urgent request on a priority basis.

Equipment Type	ETSD	FIRE RESCUE	POLICE	TOTAL
8310	ETSD/10	FIRE/5	PD/5	20
8820	ETSD/3	FIRE/3	PD/3	9
Razor V3XX	ETSD/2	FIRE/0	PD/0	2
Samsung Rugby	ETSD/10	FIRE/20	PD/10	40
Nokia 2610	ETSD/3	FIRE/3	PD/3	9
Nokia 6085	ETSD/1	FIRE/1	PD/1	3

The Contractor and County have mutually agreed to revisit and adjust the above table should County requirements change or demands warrant.

The Contractor and County have mutually agreed to revisit and adjust the above table should County requirements change or demands warrant.

2.30 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

- Substitute brands or models may be considered during the contract period for discontinued models. The Contractor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent by Miami-Dade County. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations or by mutual agreement.

- The County will not be financially responsible for any goods or services that are provided to the County by the Contractor without written authorization from the County as specified in this contract. The Contractor will be fully liable and responsible for any costs associated with correcting unauthorized purchases.

2.31 ADDITIONAL AND/OR OPTIONAL SERVICES

The Customer may purchase additional optional services under the terms of the contract. These optional services may include but not limited to the following:

International Services
Contractor shall provide the County with INTERNATIONAL SERVICE CAPABILITIES AND RATES for voice related services. The capabilities shall include coverage maps for listed country and the city located within the country. The rate shall be inclusive of all access costs, including but not limited to, start-up fees, access fees, and disconnection fees.

Text Messaging
Contractor shall provide the County with text messaging service capabilities and rates. The capabilities shall include coverage maps for Miami-Dade County. The rate shall be inclusive of all access costs including but not limited to start-up fees, access fees, and disconnection fees.

In support of the recent County initiative for a Wireless Emergency Notification System (WENS), the Contractor has offered and agreed to rates for Text messaging (SMS). Pricing details are as indicated in Appendix B under Group 7. In addition, the Contractor is providing 200 free monthly messages to all Miami-Dade County wireless users not enrolled in an SMS package. This provision is reflective of the partnership formed by this agreement between the Contractor and the County and shall apply to the initial term of the contract and all subsequent renewals.

2.32 ADDITIONAL CHARGES/SURCHARGES

The Contractor's response should not be subject to any service establishment charge, initial sign-up charge or any other charges, including charges to change the existing service to new carrier.

Contractors shall be responsible for the payment of all taxes and fees imposed by any local, state or federal government on the services provided to the Customer. The exception to this requirement is that the Customer will pay mandatory regulatory charges payable by the end user imposed by the Federal Communications Commission (FCC) or the Florida Public Service Commission (FPSC).

2.33 BILLING

The Contractor has agreed to comply with standard requirements for ETSD and County billing. This information shall be provided to the County in either paper or electronic form (i.e. CD and/or from secure online access as mutually agreed and shall comply to the following:

1. Monthly Invoicing must be provided services rendered to each Customer location.
2. The Contractor will directly bill eligible users at each entity for all services. Detailed usage billing and itemized charges. Detailed billing, at a minimum, must include:

    - Invoice date
    - Number being billed
    - Date and time
    - Dialed phone number, city, state and county if applicable
    - Call duration
    - Amount charged
    - Tax amounts when applicable
    - Any applicable discounts

3. The Contractor invoice should mimic the current invoice format Master Account with Sub-Accounts for the County. A copy setup will be provided for billing purposes to any and all Contractor(s) under this Contract.

4. The Contractor shall provide an electronic version of the monthly call detail/invoice associated with the use of wireless airtime by wireless number to the designated coordinator(s). The Contractor shall provide the electronic invoice in two forms: 1) web access and 2) a mutually agreeable electronic format for subsequent upload into databases for analysis. Invoice shall also be available via hardcopy. Requirements for web access will include security in the form of password requirements for different accessibility levels, 24x7 technical support and comma separated value (CSV) files. Note: Contractor must have an internet web site which includes features, pricing and pictorial views of phones and accessories. The County reserves the right to require that monthly billing and usage be available through secure web access for each digital subscription reflecting all current activity.

    In addition to the above, detailed monthly billing must include model numbers, serial or service order numbers, equipment charges, account number, bill number and/or invoice number, bill date, due date, bill remittance address and a summary record. The summary record will include payments applied since the previous bill, adjustments, sub-total of current charges and net amount due.

    Note: A copy of the proposed billing format which complies with the requirements of these Technical Specifications must be submitted as part of the Proposal.

5. Any County department designated under this Contract must receive notification of data and billing changes in writing, at least 60 days in advance.

6. Where no pending disputes exist, late charges may be assessed to the County for delays in payment for services. The Contractor may not withhold or terminate services

to the County at any time outside of the terms and conditions of this agreement. Late charge schedule must be included in the Proposal.

7. Billing cycle must match the Local Service Provider's cycle. (The present provider's billing cutoff date is the 10th of the month).

8. Any County department designated under this contract must receive paper invoices and the billing data within five to seven workdays after the billing cut-off date.

9. Billing data must be accompanied by written transmittal summary indicating account number, current, and past due charges.

10. Totals for records and charges printed in the paper invoices and the electronic billing data must match. In the event of timing differences, such invoices shall be considered to be in dispute by the County until such time as the issue is resolved by the Contractor.

11. Contractor has agreed to with ETSD and County staff to discuss and arrange for billing and data requirements included in this Billing Section of this Contract. These requirements will include but not limited to:

    a. Training in the use of WIN Advantage® software and related DAP program features related to account management and the billing process.

    b. Providing "carrier" or standard data files suitable for importing into the County's use of Pinnacle software or similar wireless management resource tools.

2.34 GOOD CORPORATE CITIZEN: - DIAL-A-LIFE PROGRAM

The Dial-A-Life Program is a Miami-Dade County initiative dedicated to collecting used, disconnected digital cellular phones and reprogramming them so at-risk County residents can call 911 and get emergency help immediately. The program is designed to help improve the safety of the elderly, the disabled, domestic violence victims and the less fortunate in Miami-Dade County by enabling them to Dial-A-Life. Contractors providing services to the County under this contract shall participate by providing (50) cellular devices (type 1 or similar) in either new or used condition with batteries and AC chargers to help with the program on a quarterly basis. The County will be responsible for all programming and will in turn provide each contributing Contractor with a receipt to verify their donation based upon an established fair market value for tax deduction purposes.

2.35 END OF LIFE MANAGEMENT

All County surplus cellular devices and equipment are donated to the Dial-A-Life program. Any cellular device or accessory donated that is found not to be in working condition will be disposed by Contractor.

The Contractor shall provide product recycling service of all Cellular devices deemed defective by County in compliance with all applicable environmental regulations and practice of pollution prevention techniques that reduce waste and conserve energy.

CONTRACT NO. RFP526

WIRELESS (CELLULAR) DEVICES AND SERVICES

APPENDIX B

PRICE SCHEDULE

Contract No. RFP526 Appendix B – Price Schedule

GROUP 1- DEVICE/SERVICE TYPE 1 – VOICE ONLY *With a 15% discount off of commercially available rate plans*					
NO	***DESCRIPTION***	**ESTIMATED QUANTITY**	**UNIT of MEASURE**	**UNIT PRICE**	**TOTAL(S)**
01	**EQUIPMENT: Entry Level Phone(s)** ***(Manufacturer and Model Subject to Availability)***				
	NOKIA or mutually agreed upon equivalent OEM Models currently available are:	3000	EACH	$0.00	$0.00
	NOKIA 2610 (Candy Bar type) – FREE Or similar equipment as updated on a quarterly basis as needed.				
	NOKIA 6085 (Flip style) – FREE Or similar equipment as updated on a quarterly basis as needed.				
3G	**MOTOROLA RAZR V3XX (MDC migration)**	75	EACH	$49.99	$3,749.25
3G	**MOTOROLA RAZR V3XX (New or Upgrades)**	75	EACH	$79.99	$5,999.25
NOTE: Equivalent equipment will be accepted. Equivalents should be similar in physical size, weight and features and must be the current model being offered by the Manufacturer.					
02	**FLAT RATE AIRTIME CHARGE (Zero Access Basis) (ODNN00018)**	MOU	MINUTES		MONTHLY
	Standard Voice Service	812,500	MINUTES	$0.06	$48,750.00
03	**ACCESSORIES – Items listed MUST be included with initial device.** *** NOTE: Additional Items @ 25% discount from MSRP or as referred to under ALTERNATIVE pricing**				
	Battery	3000	EACH	INCLUDED	INCLUDED
	AC Battery Charger	3000	EACH	INCLUDED	INCLUDED
	Standard Earpiece	3000	EACH	INCLUDED	INCLUDED
04	**OPTIONAL FEATURES ON GROUP 1 DEVICES**				
	Mobile to Mobile	TBD	MONTHLY	$9.99	
	Add-On Nights & Weekend Minutes	TBD	MONTHLY	$9.99	
	National Long Distance (Including Florida)	UNLIMITED	UNLIMITED	INCLUDED	INCLUDED
	Detailed Billing	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Voice Mail	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Call Forwarding	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Toll Restriction	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Caller ID	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Directory Assistance (per month)	40	PER CALL	$1.79	$71.60
05	**GROUP 1 DEVICES – MIGRATION / MIGRATION COSTS**				
	VOICE ONLY SERVICES	3000	LOT	$0.00	$0.00
	GROUP 1 PRICING SUMMARY			**MONTHLY**	**ANNUAL**
	01 Equipment				$9,748.50
	02 Services			$48,750.00	$585,000.00
	03 Optional Features			$71.60	$859.20
GROUP 1 – VOICE SERVICES TOTALS					**$595,607.70**

GROUP 2A- DEVICE/SERVICE TYPE: VOICE & PUSH-TO-TALK (PTT) *With a 15% discount off of commercially available rate plans*					
NO	***DESCRIPTION***	**ESTIMATED QUANTITY**	**UNIT of MEASURE**	**PRICE PER UNIT**	**TOTAL(S)**
01	**EQUIPMENT Phone/Push-to-Talk (PTT)** ***(Manufacturer and Model Subject to Availability)***				
	Mutually agreeable device capable of both PTT and Voice functions.				
3G	**SAMSUNG Rugby (a837)**	350	EACH	$.00	$0.00
NOTE: Contractor shall provide current model being offered by the Manufacturer while available from active production or that if a mutually agreeable functional equivalent device with a similar Contractor cost base.					
02	**FLAT RATE AIRTIME - Voice & PTT Service (Zero Access Basis)**				
	Standard Voice Service	30,000	MINUTES	$0.06	$1,800.00
	(PTT – Incoming/Outgoing)	350	MONTHLY	$5.00	$1,750.00
	(PTT – Group Talk)	UNLIMITED	INCLUDED	$0.00	$0.00
03	**REQUIRED ACCESSORIES: Items listed MUST be included with initial device. *Note: Additional items @ 25% discount on MSRP or as referred to under ALTERNATIVE pricing.**				
	Battery	350	EACH	INCLUDED	INCLUDED
	AC Battery Charger	350	EACH	INCLUDED	INCLUDED
	Standard Earpiece	350	EACH	INCLUDED	INCLUDED
04	**OPTIONAL FEATURES ON GROUP 2A DEVICES**				
	Mobile to Mobile	TBD	MONTHLY	$9.99	$0.00
	Add-On Nights & Weekend	TBD	MONTHLY	$9.99	$0.00
	National Long Distance (Including FLORIDA)	UNLIMITED	UNLIMITED	INCLUDED	INCLUDED
	Detailed Billing	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Voice Mail	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Call Forwarding	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Toll Restriction	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Caller ID	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Directory Assistance (per month)	10	PER CALL	$1.79	$17.90
05	**GROUP 2A DEVICES - MIGRATION / MIGRATION COSTS**				
	VOICE & PUSH-T0-TALK (PTT) SERVICES	350	LOT	$0.00	$0.00
	GROUP 2A PRICING SUMMARY			**MONTHLY**	**ANNUAL**
	01 Equipment			N/A	$0.00
	02 Services			$3,550.00	$42,600.00
	03 Features			$17.90	$214.80
GROUP 2A - VOICE & PUSH-TO-TALK (PTT) TOTALS					**$42,814.80**

GROUP 2B- DEVICE/SERVICE TYPE: VOICE & DATA
With a 15% discount off of commercially available rate plans

NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT of MEASURE	PRICE PER UNIT	TOTAL(S)
01	**EQUIPMENT Voice & Data** ***(Manufacturer and Model Subject to Availability)***				
	RIM (Blackberry) Devices				
	RIM Model 8310 Curve Titanium (MDC migration ONLY)	1550	EACH	$0.00	$0.00
	RIM Model 8310 Curve Titanium (Base Contract Device)	50	EACH	$0.00	$0.00
	Apple iPhone 8GB	TBA	EACH	$199.00	
	RIM Model 8820 (Standard Contract)	20	EACH	$199.99	$3,999.80
	RIM Model 8820 (MDC migration/upgrade)	50	EACH	$149.99	$7,499.50
NOTE: Equipment shall be current model being offered by the Manufacturer. Any substitute must be on the basis of mutual agreement between the Contractor and the County.					
02	**FLAT RATE AIRTIME - VOICE WITH ZERO ACCESS BASIS**				
	Standard Voice Service	406,250	MINUTES	$0.06	$24,375.00
	Unlimited Data (Add-On)	1000	MONTHLY	$34.00	$34,000.00
02A	**FLAT RATE AIRTIME - VOICE AND DATA**				
	Unlimited Data (Add-On) with Voice Plan $39.99 or greater	550	MONTHLY	$30.00	$16,500.00
02B	**FLAT RATE AIRTIME - VOICE AND DATA - iPHONE**				
	Enterprise iPhone Data with Voice Plan of $39.99 or greater	TBD	MONTHLY	$30.00	
03	**REQUIRED ACCESSORIES: Items listed MUST be included with initial device. *Note: Additional items @ 25% discount on MSRP or as referred to under ALTERNATIVE pricing.**				
	Battery	1550	EACH	INCLUDED	INCLUDED
	AC Battery Charger	1550	EACH	INCLUDED	INCLUDED
	Standard Earpiece	1550	EACH	INCLUDED	INCLUDED
04	**OPTIONAL FEATURES ON GROUP 2B DEVICES**				
	Mobile to Mobile	TBD	MONTHLY	$9.99	
	Add-On Nights & Weekend	TBD	MONTHLY	$9.99	
	National Long Distance (Including FLORIDA)	UNLIMITED	UNLIMITED	INCLUDED	INCLUDED
	Detailed Billing	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Voice Mail	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Call Forwarding	UNLIMITED	MONTHLY	INCLUDED	INCLUDED

	Toll Restriction	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Caller ID	UNLIMITED	MONTHLY	INCLUDED	INCLUDED
	Directory Assistance (per Month)	25	PER CALL	$1.79	$44.75
05	**GROUP 2B DEVICES - MIGRATION / MIGRATION COSTS**				
	VOICE & PUSH-T0-TALK (PTT) SERVICES	1550	LOT	$0.00	$0.00
	GROUP 2B PRICING SUMMARY			**MONTHLY**	**ANNUAL**
	01 Equipment			N/A	$11,499.30
	02 Services			$74.875.00	$898,500.00
	03 Features			$44.75	$537.00
	GROUP 2B - VOICE & DATA TOTALS				**$910,536.30**

GROUP 3 – DEVICE/SERVICE TYPE 3 – DATA ONLY
With a 15% discount off of commercially available rate plans

NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT of MEASURE	PRICE PER UNIT	TOTAL(S)
01	**EQUIPMENT – Data Only** ***(Manufacturer and Model Subject to Availability)***		EACH		
	RIM (Blackberry) Devices				
	RIM Model 8310 Curve Titanium (MDC Migration ONLY)	150	EACH	$0.00	$0.00
	RIM Model 8820 (Standard Contract)	TBD	EACH	$199.99	
	RIM Model 8820 (MDC migration/or upgrade)	TBD	EACH	$149.99	
	NOTE: Equipment must be current model being offered by the Manufacturer. Any substitute must be on the basis of mutual agreement between Contractor and the County.				
02	**FLAT RATE AIRTIME - Data ONLY (Zero Access Basis)**				
	Data = Messaging	150	MONTHLY	$34.00	$5,100.00
03	**REQUIRED ACCESSORIES: Items listed MUST be included with initial device. *Note: Additional items @ 25% discount on MSRP or as referred to under ALTERNATIVE pricing.**				
	Battery	150	EACH	INCLUDED	INCLUDED
	AC Battery Charger	150	EACH	INCLUDED	INCLUDED
	Standard Earpiece	150	EACH	INCLUDED	INCLUDED
04	**REQUIRED FEATURES ON GROUP 3 DEVICES**				
	National Long Distance	N/A	N/A	N/A	N/A
	Detailed Billing	N/A	N/A	N/A	N/A
	Voice Mail	N/A	N/A	N/A	N/A
	Call Forwarding	N/A	N/A	N/A	N/A
	Toll Restriction	N/A	N/A	N/A	N/A
	Caller ID	N/A	N/A	N/A	N/A
	Directory Assistance (Per Year)	N/A	N/A	N/A	N/A
05	**GROUP 3 DEVICES - MIGRATION / MIGRATION COSTS**				

	VOICE & PUSH-T0-TALK (PTT) SERVICES	150	LOT	$0.00	$0.00
	GROUP 3 PRICING SUMMARY			**MONTHLY**	**ANNUAL**
	01 EQUIPMENT			N/A	$0.00
	02 SERVICES			$5,100.00	$61,200.00
	03 FEATURES			N/A	$0.00
	GROUP 3 – DATA ONLY TOTALS				**$61,200.00**

GROUP 4- DEVICE/SERVICE TYPE – AIR CARDS *With a 15% discount off of commercially available rate plans*					
NO	***DESCRIPTION***	**ESTIMATED QUANTITY**	**UNIT of MEASURE**	**PRICE PER UNIT**	**TOTAL(S)**
01	**EQUIPMENT – AIR CARDS / MODEMS** ***(Specify Manufacturer and Model Number)***				
01A	**Air Cards – PCMCIA & Peripherals:** SIERRA Wireless Model AC881/Mercury and GT Ultra Express	3156	EACH	$0.00	$0.00
NOTE: Any substitute hardware shall be similar in physical size, weight and features, the current model being offered by the Manufacturer and acceptable by mutual agreement between Contractor and the County.					
02	**FLAT RATE AIRTIME - Unlimited Data**				
	Data – Air Cards *(* NOTE: Provided that usage does not exceed a maximum of 5GB data transfer per device, per month on a consistent basis.)*	3156	MONTHLY	* $42.00	$132,552.00
03	**REQUIRED ACCESSORIES: Items listed MUST be included with initial device.**				
	ANTENNA PLUS conversion package *(*NOTE: Unit price specific to Miami-Dade County ONLY)*	1250	EACH	*35.00	$43,750.00
04	**REQUIRED SUPPORT SERVICES**				
04A	Communications Software				
	* Net Motion Mobility XE Server Licenses	5	EACH	INCLUDED	$0.00
	* Net Motion Standard - Mobility XE Client Licenses New (One Time Fee)	TBD	EACH	$125.00	$0.00
	* Net Motion Premium -Mobility XE with Policy License New (One Time Fee)	TBD	EACH	$175.00	
	* Net Motion Mobility Policy Client Licenses New (Add-on) (One Time Fee)	TBD	EACH	$55.00	
	Mobility XE Standard – Maintenance 15% of license fee. No upgrades, No Technical Support Included.	TBD	ANNUAL PER LICENSE FEE	$18.75	
	Premium – Maintenance 25% of license fee. All upgrades and 24/7 support included.	TBD	ANNUAL PER LICENSE FEE	$43.75	
04B	**NETWORK INFRASTRUCTURE**				
	* Coverage and Interoperability	----------	----------	INCLUDED	INCLUDED

	*NVPN Links ($0.00 mo. Reoccurring)	1	EACH	$0.00	$0.00
	* Installation services	1	LOT	$1,995.00	$1,995.00
	* T-1 Circuits / Links	TBD	EACH	$1,500.00	
	* Installation services	TBD	LOT	$1,995.00	
05	GROUP 4 DEVICES - MIGRATION / MIGRATION COSTS				
	AIR CARD SERVICES	3156	LOT	$0.00	$0.00
	GROUP 4 PRICING SUMMARY			**MONTHLY**	**ANNUAL**
	01 Equipment			N/A	$0.00
	02 Services			$132,552.00	$1,590,624.00
	03 Accessories			N/A	$43,750.00
	04A Support Services			N/A	$0.00
	04B Network Infrastructure			N/A	$0.00
	GROUP 4 - AIRCARDS & WIRELESS MODEMS TOTALS				**$1,636,369.00**

Group 5 - EMERGENCY RESPONSE / NETWORK SUSTAINABILITY SERVICES

NO	*DESCRIPTION*	COW/COLT QUANTITY	UNIT of MEASURE	PRICE PER UNIT	TOTAL(S)
01	COMMUNICATION ON WHEELS (COWS) or CELL ON LIGHT TRAILERS (COLT)				
01A	**Self-contained portable cell site**	6	EACH	$0.00	$0.00
01B	**Initial equipment deployment**	1	EACH	$0.00	$0.00
01C	**Daily operating costs (24/7)**	7	DAYS	$0.00	$0.00
02	EMERGENCY RESPONSE TEAM				
02A	Non-Technical Administrative personnel to be available on a 24/7 basis and stationed within the Miami-Dade County Emergency Operations Center	1	TEAM	MAN/HOUR	$0.00

NOTES: Contractor has agreed to comply with requirements as defined in section 2.15 of the RFP covering equipment and personnel to be available as indicated in response. Details contained in this Group represent agreed costs to Miami-Dade County for a weekly time period or as otherwise stated within the Contract.

TOTALS FOR GROUP 5 – EMERGENCY RESPONSE AND NETWORK SUSTAINABILITY SERVICES	$ 0.00 (NO CHARGE)

Note 1: All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, were included in Contractor's price, as they shall not be reimbursed separately by the County.

SUMMARY OF CORE CONTRACT EQUIPMENT AND SERVICES			
GROUP	**DESCRIPTION**	**TOTALS YEAR 1**	**TOTALS YEAR 2**
1	DEVICE TYPE 1 – VOICE SERVICES	**$595,607.70**	**$585,859.20**
02A	DEVICE TYPE: VOICE & PUSH-TO-TALK (PTT)	**$42,814.80**	**$42,814.80**
02B	DEVICE TYPE: VOICE & DATA SERVICES	**$910,536.30**	**$899,037.00**
3	DEVICE TYPE 3 – DATA ONLY SERVICES	**$61,200.00**	**$61,200.00**
4	DEVICE TYPE 4 – AIR CARDS and WIRELESS MODEMS	**$1,622,119.00**	**$1,604,869.00**
5	EMERGENCY RESPONSE / NETWORK SUSTAINABILITY SERVICES	**$0.00**	**$0.00**
TOTAL PRICE for GROUPS 1 THROUGH 5:		**$3,232,277.80**	**$3,193,780.00**
INITIAL CONTRACT TERM TOTAL:		**$6,426,057.80**	

The Core Pricing reflected in Groups 1 through 6 represents the basis on which the RFP was evaluated. It is anticipated that the majority of the County's general wireless requirements and for Voice and Data services will be provided under Groups 1 through 5.

There will be an ongoing usage analysis conducted by both the County and Contractor using available software tools and resources to identify potential savings for select user groups based on alternative pricing offered by the Contractor during the term of this Contract as deemed in the County's best interest.

GROUP 6 - ALTERNATIVE PRICING SCHEDULE: VOICE & DATA					
NO	***DESCRIPTION***	**QUANTITY**	**UNIT of MEASURE**	**PRICE PER UNIT**	**TOTAL(S)**
01	**EQUIPMENT Voice & Data** ***(Manufacturer and Model Subject to Availability)***				
	Entry Level Phone (See Group 1)	**TBD**	**EACH**	Per Group 1	
	Ruggedized Devices (See Group 2)	**TBD**	**EACH**	Per Group 2	
	Apple iPhone Devices	**TBD**	**EACH**	Per Group 2B	
	RIM (Blackberry) Devices (see Group 2B)	**TBD**	**EACH**	Per Group 2B	
NOTE: Equipment shall be current model being offered by the Manufacturer. Any substitute must be on the basis of mutual agreement between the Contractor and the County.					
02A	**NATION – Voice Services Per Device (Zero Access Basis)**	**MINUTES**	**UNIT of MEASURE**	**PRICE PER UNIT**	**ADDITIONAL MINUTES**

	Nation 450 Voice Service Package: Includes 5000 Night and Weekend Minutes, Unlimited Mobile to Mobile, Caller-ID, Call Forwarding, Voicemail, Call Waiting, National Long Distance within USA, No Roaming Charges within USA, and Rollover Minutes.	450	MONTHLY	$34.00	$0.45
	Nation 900 Voice Service Package: Includes Unlimited Night and Weekend Minutes, Unlimited Mobile to Mobile, Caller-ID, Call Forwarding, Voicemail, Call Waiting, National Long Distance within USA, No Roaming Charges within USA, and Rollover Minutes.	900	MONTHLY	$51.00	$0.40
	Nation 1350 Voice Service Package: Includes Unlimited Night and Weekend Minutes, Unlimited Mobile to Mobile, Caller-ID, Call Forwarding, Voicemail, Call Waiting, National Long Distance within USA, No Roaming Charges within USA, and Rollover Minutes.	1350	MONTHLY	$68.00	$0.35
	Nation 2000 Voice Service Package: Includes Unlimited Night and Weekend Minutes, Unlimited Mobile to Mobile, Caller-ID, Call Forwarding, Voicemail, Call Waiting, National Long Distance within USA, No Roaming Charges within USA, and Rollover Minutes.	2000	MONTHLY	$85.00	$0.25
	Unlimited Voice Plan (Voice Only Devices)	UNLIMITED	MONTHLY	$99.99	$99.99
02A	GOV'T Voice and Data (Blackberry) Service	UNLIMITED	MONTHLY	$102.00	INCLUDED
03	**ACCESSORIES** **@ 25% Discount on MSRP or as NOTED**	MSRP	MDC Migration	Standard Contract	
	NOKIA 2610/6085 Wired Bundle Bundle Includes: Cigarette Adapter, Standard Plastic Holster, and Wired Earpiece.	$50.00	$20.00	$37.50	
	NOKIA 6085 Bluetooth Bundle Bundles Includes: Cigarette Adapter, Bluetooth Earpiece, and Leather Phone Case	$80.00	$50.00	$60.00	
	Apple iPhone Cigarette Adapter	$29.99	$22.50	$22.50	
	Samsung Rugby Bluetooth Bundle Bundle Includes: Bluetooth Earpiece, Leather Case, and Cigarette Adapter.	$80.00	$50.00	$60.00	
	RIM 8820 Bluetooth Bundle (Leather Case included with device) Bundle Includes: Bluetooth Earpiece and Cigarette Adapter.	$80.00	$40.00	$50.00	

	RIM 8310 Curve Bluetooth Bundle Bundle Includes: Bluetooth Earpiece, Leather Case, and Cigarette Adapter.	$80.00	$50.00	$60.00	
04	**OPTIONAL VOICE SERVICES FEATURES - ADD ON WITH RATE PLAN**				
	Push-to-Talk (PTT)	TBD	MONTHLY	$5.00	
GROUP 6 ALTERNATTIVE PRICING SCHEDULE - VOICE & DATA					

GROUP 7 – TEXT MESSAGING SCHEDULE: DATA

NO	*DESCRIPTION*	QUANTITY	UNIT of MEASURE	PRICE PER UNIT	TOTAL(S)
NOTE: Equipment shall be current model being offered by the Manufacturer. Any substitute must be on the basis of mutual agreement between the Contractor and the County.					
02	**SMS – Text Messaging Services**	**MESSAGES**	**UNIT of MEASURE**	**PRICE PER UNIT**	**ADDITIONAL TEXT MSG**
02A	ON-DEMAND (No Monthly Service Fee) Each County device enabled with text messaging shall be provided 200 text messages at no charge. **During a declared County emergency text messages exceeding the 200 limit per device per month shall be credited by AT&T after a validation review to ensure charges reflect County generated messages.**	200	MONTHLY	FREE	$0.20
02B	SMS Starter Package	200	MONTHLY	$5.00	$0.10
02C	SMS Package 1,500	1,500	MONTHLY	$15.00	$0.05
02D	SMS Unlimited	UNLIMITED	MONTHLY	$20.00	INCLUDED
NOTE: Item 02A is being offered by the Contractor to Miami-Dade County (MDC) only in support of WEAS and will be in effect for the term of the Contract as stated in Appendix A Section 2.31.					
03	**ACCESSORIES**				
	NOT APPLICABLE				
04	**FEATURES – SMS TEXT MESSAGING SERVICES**				
	Mobile to Mobile (02C and 02D ONLY)	UNLIMITED	MONTHLY	INCLUDED	
	Add-On Nights & Weekend	N/A	N/A	N/A	
	National Long Distance (Including FLORIDA)	INCLUDED	INCLUDED	INCLUDED	
	Detailed Billing	N/A	N/A	N/A	
GROUP 7 TEXT MESSAGING (SMS) PRICING SCHEDULE					

CONTRACT NO. RFP 526

WIRELESS (CELLULAR) DEVICES AND SERVICES

APPENDIX C

NETWORK COVERAGE

TABLE OF CONTENTS

3.0 Introduction 3

3.1 Purpose 3

3.2 Service Migration 3

3.3 Device Coverage Testing and Evaluation 3

3.4 Lack of Coverage 7

Exhibit A – AT&T Microcell Agreement

3.5 Emergency Response and System Sustainability 9

Exhibit B Map 1 Generator Sites

Exhibit-C Map 2 Disaster Recovery sites

3.6 Network Availability 10

APPENDIX C - COVERAGE

3.0 INTRODUCTION

County to include highlights of Strategic partnership between Contractor and County represented by this contract

The primary goal of the RFP was to strengthen public safety communication requirements in Miami-Dade County by obtaining broad wireless cellular communications coverage, high network accessibility, and acceptable voice and data quality within the State of Florida, with particular emphasis on services within Miami-Dade County from a single service provider.

In making an award for the services defined within this contract and detailed in Appendix - A Scope of Services and Appendix B – Pricing, the County seeks to establish and strengthen a strategic partnership with AT&T Mobility National Accounts LLC (AT&T), formerly AT&T Wireless National Accounts, LLC, throughout the term of this agreement.

3.1 PURPOSE

In addition to selecting a vendor with adequate disaster preparedness response equipment, resources, and plans to quickly and effectively restore service after natural disasters such as hurricane, the award is based on selecting a service provider who can also meet the normal business and operational demands of Miami-Dade County for stable wireless (cellular) network coverage on a day-to-day basis.

3.2 SERVICE MIGRATION

In accordance with Article 2.8 in Appendix A – Scope of Services, the Contractor and the County have agreed on the basis of an implementation plan for covering the transition for wireless services from other providers. During each phase of the project, the contractor shall also be responsible to monitor user reports and take corrective action on network coverage issues during the commissioning of each County user group being migrated in accordance with the terms of this agreement. The device and service migration will cover the following:

- Group 1 - Voice Only
- Group 2A - Voice and PTT
- Group 2B - Voice and Data
- Group 3 - Data Only
- Group 4- Air (PC) Cards and Wireless Modems

3.3 DEVICE COVERAGE TESTING AND EVALUATION

As reference in Article 2.8 in Appendix A – Scope of Services, the Contractor has provided detailed coverage maps of the area covering South Florida (inclusive of Monroe County, Miami-Dade County, Broward County, and Palm Beach County). Upon request, the County will be

provided updates to these coverage maps as changes and engineering improvements to the Contractor's network are implemented.

Article 2.8 also included the County's right to conduct its own coverage and data throughput test studies, either in-house or by a third party, in order to verify coverage information. Appendix A of Section 2.0 in the RFP defined a County process to conduct either voice or data coverage tests prior to a contract award.

Based on County historical and current performance benchmarks, the County and Contractor agreed that service for wireless data coverage was satisfactory and that no testing would be required. In terms of voice coverage, the County indicated a need to conduct a series of tests at various County points and Facilities. The Contractor agreed to provide standard Group 1 devices to conduct these tests.

Based on this mutual agreement between the County and Contractor, sample devices were supplied in June of 2007 and voice coverage testing was conducted at over 180 locations by County staff through a coordinated effort by the County Project Manager.

The summary results are reflected in the tables 1 through 6

Table 1 - MIAMI-DADE COUNTY COVERAGE TESTING - NORTH REGION

NO.	NORTH Region	COUNTY Facility Reference	Physical Address	Coverage Satisfactory (Y/N)
1	N	MDTA - WAREHOUSE	3401 NW 31 ST	N
2	N	C & R---MAIN JAIL	1321 NW 13 ST	N
3	N	C & R---HQTRS MLK	2525 NW 62 ST	N
4	N	COC---JUSTICE BLDG	1351 NW 12 ST	N
5	N	CALEB CENTER	5400 NW 22 AV	N
6	N	COURT-JUVENILE	3300 NW 27 AVE	N
7	N	MDTA - CENTRAL OPS	3431 NW 31 ST	Y
8	N	MDTA - N.W.	8141 NW 80 ST	Y
9	N	MEDICAL EXAMINER	1851 BOB HOPE RD	Y
10	N	NDDC CORRECTIONS	15801 STATE ROAD 9	Y
11	N	WASD PRESTON	800 WEST 3RD AVE	Y
12	N	WASD DISTRIBUTION	1001 NW 11 ST	Y
13	N	WASD INTERAMA	2575 NE 151 ST	Y
14	N	WASD CAROL CITY	3800 NW 181 ST	Y
15	N	COMMISSIONER'S OFFICE	2780 NW 167 STREET	Y
16	N	COMMISSIONER'S OFFICE	900 NE 125 ST	Y
17	N	SAO---HQTRS	1350 NW 12 AV	Y
18	N	North East COURTS	15555 NE BISCAYNE BLVD	Y
19	N	MDTA---N.E.	360 NE 185 ST	Y
20	N	MDTA---CENTRAL	3300 NW 32 AV	Y
21	N	Hialeah COURTHOUSE	11 E 6TH ST	Y
22	N	PDO---HQTRS	1320 NW 14 ST	N/A

Table 2 - MIAMI-DADE COUNTY COVERAGE TESTING - SOUTH REGION

NO.	South Region	COUNTY Facility Reference	Physical Address	Coverage Satisfactory (Y/N)
1	S	WASD BLACKPOINT PLANT	8950 SW 232TH ST	N
2	S	WASD South West Well Field	8601 SW 127 AVE	Y
3	S	WASD South Miami Heights	11800 SW 108 ST	Y
4	S	WASD Leisure City	15225 SW 293 ST	Y
5	S	South Dade Government Center	10710 SW 211 ST	Y
6	S	COMMISSIONER'S OFFICE	10711 SW 211 ST #204	Y
7	S	COMMISSIONER'S OFFICE	6330 MANOR LANE	Y

Table 3 - MIAMI-DADE COUNTY COVERAGE TESTING - EAST REGION

NO.	EAST Region	COUNTY Facility Reference	Physical Address	Coverage Satisfactory (Y/N)
1	E	MDC---SPCC	111 NW 1 ST	N
2	E	WASD DOUGLAS	3071 SW 38 AV	N
3	E	WASD VIRGINIA KEY PLANT	3939 RICKENBACKER CSWY	N
4	E	WASD LEJEUNE	3575 S LEJEUNE RD	N
5	E	COURTHOUSE EAST	22 NW 1 ST	Y
6	E	DADE COUNTY COURTHOUSE	73 W FLAGLER ST	Y
7	E	COURTHOUSE CENTER	175 NW 1 AV	Y
8	E	WOMEN'S DETENTION	1401 NW 7 AV	Y
9	E	MDHA	2153 CORAL WAY	Y
10	E	HOUSING FINANCE AUTHORITY	25 W FLAGLER ST #950	Y
11	E	P & R---VIZCAYA	3251 S MIAMI AV	Y
12	E	EMPOWERMENT	3050 BISCAYNE BLVD	Y
13	E	SEAPORT---HQTRS	1015 N AMERICA WAY	Y
14	E	SEAPORT---HQTRS	1016 N AMERICA WAY	Y
15	E	COE/OIG	19 W FLAGLER ST	Y
16	E	MDHA - HQTRS	1401 NW 7 ST	Y
17	E	JAC & PARKS HQTRS	275 NW 2 ST	Y
18	E	WASD 36 STREET	3625 NW 10 AVE	Y
19	E	OVC	701 NW 1st Court	Y
20	E	EMPOWERMENT ZONE - OCED	3050 BISCAYNE BLVD	Y
21	E	COURTS CENTRAL DEPOSITORY	370 SE 1 ST	Y
22	E	COURTS - Miami Beach (Temp)	225 Washington AVE	Y
22	E	COURTS - Miami Beach	1130 WASHINGTON AV, MB	N/A

Table 4 - MIAMI-DADE COUNTY COVERAGE TESTING - WEST REGION

NO.	WEST Region	COUNTY Facility Reference	Physical Address	Coverage Satisfactory (Y/N)
1	W	ETSD/911/ANNEX	5600 SW 87 AV	N
2	W	ETSD RADIO SERVICES	6100 SW 87 AV	N
3	W	C & R---WEST DADE	13851 NW 41 ST	N
4	W	WASD ORR PLANT	6800 SW 87 AV	N
5	W	WASD WEST WOOD	4801 SW 117 AV	N
6	W	WASD MEDLEY	7301 NW 70 ST	N
7	W	MDPIC---Building Dept	11805 Coral Way	Y
8	W	ANIMAL SERVICES NORTH	7401 NW 74 ST	Y
9	W	Mayors Office	1309A SW 107 AVE	Y
10	W	COMMISSIONER'S OFFICE	1000 SW 57 AV	Y
11	W	COMMISSIONER'S OFFICE	8345 NW 12 ST	Y
12	W	C & R---TGK	7000 NW 41 ST	Y
13	W	ELECTIONS/311	2700 NW 87 AVE	Y
14	W	MDTA---RAIL	6601 NW 72 AV	Y
15	W	MDTA---STS	2775 SW 74 AV	Y
16	W	COC---CORAL GABLES	3100 PONCE DE LEON BLVD	Y

Table 5 - MIAMI-DADE COUNTY COVERAGE TESTING – FIRE RESCUE

STN	Fire Rescue Facility	Physical Address	ZIP	Coverage Satisfactory (Y/N)
1	Miami Lakes	16699 NW 67 Avenue	33014	Y
2	Model Cities	6460 NW 27 Avenue	33147	Y
3	Tropical Park	3911 SW 82 Avenue	33155	Y
4	Coral Reef	9201 SW 152 Street	33157	Y
5	Goulds/Princeton	13150 SW 238 Street	33032	Y
6	Modello	15890 SW 288 Street	33033	Y
7	W Little River	9350 NW 22 Avenue	33147	Y
8	Aventura	2900 Aventura Blvd.	33180	Y
9	Kendall	7777 SW 117 Avenue	33183	Y
10	Sunny Isles	75-172 Street	33160	Y
11	Carol City	18705 NW 27 Avenue	33056	Y
12	Airport MIA	Airport Bldg #1044	33122	Y
13	Mobile Equipment	6000 SW 87 Avenue	33176	Y
14	South Miami	5860 SW 70 Street	33143	Y
15	Key Biscayne	2 Crandon Boulevard	33149	Y
16	Homestead	325 NW 2 Street	33030	Y
17	Virginia Gdns	7050 NW 36 Street	33166	Y
19	North Miami W	650 NW 131 Street	33168	Y
20	North Miami E	13000 NE 16 Avenue	33161	Y
21	Haulover Beach	10500 Collins Avenue	33154	Y

22	Interama	15655 Biscayne Blvd.	33160	Y
23	Suniland	7825 SW 104 Street	33156	Y
24	Tamiami Airport	14150 SW 127 Street	33186	Y
25	Opa Locka Airport	4240 NW 144 Street	33054	Y
26	Opa Locka	3190 NW 119 Street	33167	Y
27	North Bay Village	7903 East Drive	33141	Y
28	Hialeah Gardens	8790 NW 103 Street	33016	Y
29	Sweetwater	351 SW 107 Avenue	33174	Y
30	Miami Shores	9500 NE 2 Avenue	33138	Y
31	N Miami Beach	17050 NE 19 Avenue	33162	Y
32	Uleta	358 NE 168 Street	33162	Y
33	Aventura	2601 Point East Drive	33160	Y
34	Cutler Ridge	10850 SW 211 Street	33189	Y
35	Miami Springs	201 Westward Drive	33166	Y
36	Hammocks	10001 Hammock Blvd.	33186	Y
37	West Bird	4200 SW 142 Avenue	33175	Y
38	Golden Glades	575 NW 199 Street	33169	Y
39	Port of Miami	1303 Africa Way	33132	Y
40	West Miami	975 SW 62 Avenue	33144	Y
41	Dist 1 Office	2270 NE Miami Gdns Dr.	33180	Y
42	Fisher Island	65 Fisher Island Drive	33109	Y
43	Richmond	13390 SW 152 Street	33177	Y
44	Palm Springs N	7700 NW 186 Street	33015	Y
45	Doral	9710 NW 58 Street	33178	Y
46	Medley	10200 NW 116 Way	33178	Y
47	Westchester	9361 Coral Way	33165	Y
48	Fontainebleau	8825 NW 18 Terrace	33172	Y
49	Pinecrest	10850 SW 57 Avenue	33156	Y
50	Perrine	9798 Hibiscus Street	33157	Y
51	Honey Hill	4775 NW 199 Street	33055	Y
52	South Miami Hgts	12105 Quail Roost Drive	33177	Y
53	Turnpike	11600 SW Turnpike Hwy	33186	Y
54	Bunche Park	15250 NW 27 Avenue	33054	Y
55	Saga Bay	21501 SW 87 Avenue	33189	Y
56	West Sunset	16250 SW 72 Street	33193	Y
57	West Kendall	8501 SW 127 Avenue	33183	Y
58	Tamiami	12700 SW 6 Street	33184	Y
59	Airport North MIA	5680 NW 36 Street	33122	Y
60	Redland	17605 SW 248 Street	33031	Y
61	Trail	SW 152 Ave. & SW 10 St.	33194	Y
63	Highland Oaks	1773 NE 205 Street	33179	Y
64	Miami Lakes W	Temp; Comm Way & 82	33016	Y
87	Headquarters	9300 NW 41 Street	33178	Y

US&R	Urban S & R	7900 SW 107 Avenue	33173	Y
Supply	Warehouse	8010 NW 60 Street	33178	Y

Table 6 - MIAMI-DADE COUNTY COVERAGE TESTING - POLICE

NO.	South Region	POLICE Department Facility	**Physical Address**	**Coverage Satisfactory (Y/N)**
1	S	MDPD---STA # 8	10000 SW 142 AV	Y
2	S	MDPD---STA # 4	10800 SW 211 ST	Y
3	S	MDPD---REDLAND STATION	17799 SW 198 TERR	Y
4	S	MDPD---HOMESTEAD	30318 OLD DIXIE HWY	Y
5	S	MDPD---STA # 5	7707 SW 117 AV	Y
6	S	MDPD	9827 HIBISCUS	Y
7	N	MDPD---STA # 2	2950 NW 83 ST	Y
8	N	MDPD---STA # 6	15665 BISCAYNE BLVD	Y
9	N	MDPD---SPECIAL EVENTS---# 1	1567 NW 79 AV	Y
10	N	MDPD---CAROL CITY STATION	18373-B NW 27 AV	Y
11	N	MDPD---STA # 1	5975 MIAMI LAKES DR	Y
12	N	MDPD	9955 NW 116 WAY	Y
13	N	MDPD	8899 NW 18 TERR	Y
14	N	MDPD	4281 NW 145 ST # 40A	Y
15	N	MDPD	5757 NW 27 AV	Y
16	W	MDPD---HQTRS	9105 NW 25 ST	Y
17	W	MDPD---SIB	9690 NW 41 ST	Y
18	W	MDPD---TRAINING	9601 NW 58 ST	Y
19	W	MDPD INTERGOVERNMENTAL	8899 NW 18TH TER	Y
20	W	MDPD	7875 NW 12 ST #200	Y
21	W	MDPD---MICC	8175 NW 12 ST, 4th FLR	Y
22	W	MDPD	8525 NW 53 TER	Y
23	W	MDPD--MIA INT'L AIRPORT	BLDG 3033 MIAD	Y
24	E	MDPD---LEGAL LIAISON	25 W FLAGLER ST #705	Y
25	E	MDPD---OPERATIONS	3465 NW 2 AVE	Y
26	E	MDPD---PORT OF MIAMI	Miami-Dade Seaport	Y

3.4 LACK OF COVERAGE

As provided in Appendix A – Scope of Services, Section 2.14 the County may request that the Contractor perform coverage tests to verify coverage to specific geographical areas or buildings. In accordance with this provision, if needed, the Contractor shall take action to improve the coverage. To assist in this regard, the County has provided building layout drawings and detailed comments of voice coverage tests that were conducted.

Results of voice coverage testing at County Facilities conducted by the County produced a list of key locations where the need for coverage improvement has been listed in terms of operational priority. County testing was followed by an initial RF Study being conducted by the

Contractors In-building solutions team on June 6-7, 2007 at no cost. The purpose of these pre-award site visits were to:

- Verify coverage issues at key County Facilities using a team of qualified RF Engineers and technical support staff
- Produce a report and proposal for a series of in-building solutions based on best practices and the most economical approach. The engineering approach would include but not limited to the following:
  - Installation of DAS (distributed antenna systems)
  - Installation of In-building Repeater Systems

In the spirit of the strategic partnership represented by this agreement, the County and Contractor have agreed to address the priority list in the following manner represented below:

A) PROJECT WORK PROVIDED BY CONTRACTOR (NO COSTS)

- Contractor will provide $200,000 during initial term of the contract: These funds will be utilized on a mutually agreed basis to move forward with proposed engineering solutions at key facilities.
- $60,000 during renewal periods – subject to review prior to contract renewal
- No carry over of funds by the County from initial term or through successive renewals of the contract.

B) PROJECT WORK PROVIDED BY CONTRATOR (OPTIONAL)

- Ongoing efforts by the Contractor to continually invest and improve the network
- Willingness by AT&T to direct a portion of "pubic network" funds toward network issues mutually identified and agreed on a case-by-case basis.

C) PROJECTS FUNDED OUTSIDE OF ABOVE AREAS

- County and Contractor will negotiate on a case-by case basis in the spirit of partnership represented by this contract and serving the Citizens of Miami-Dade County.

PRIORITY FACILITY LIST

NO.	County Region	MIAMI-DADE Facility	Physical Address	Coverage Satisfactory (Y/N)
1	E	STEVEN P CLARK CENTER (SPCC) - GOV'T CENTER	111 NW 1 ST	N
2	W	ETSD - 911 CALL CENTER	5680 SW 87 AV	N
3	W	ETSD - ANNEX	5600 SW 87 AV	N
4	W	ETSD - RADIO SERVICES	6100 SW 87 AV	N

5	N	COC - JUSTICE BLDG	1351 NW 12 ST	N
6	N	C & R - MAIN JAIL	1321 NW 13 ST	N
7	W	C & R - WEST DADE	13851 NW 41 ST	N
8	W	WASD - ORR PLANT	6800 SW 87 AV	N
9	E	WASD - VIRGINIA KEY PLANT	3939 RICKENBACKER CSWY	N
10	N	MDTA - WAREHOUSE	3401 NW 31 ST	N
11	N	JOSEPH CALEB COMMUNITY CENTER	5400 NW 22 AV	N
12	S	WASD - BLACKPOINT PLANT	8950 SW 232TH ST	N
13	W	WASD - WEST WOOD	4801 SW 117 AV	N
14	E	WASD - DOUGLAS	3071 SW 38 AV	N
15	W	WASD - MEDLEY	7301 NW 70 ST	N
16	E	WASD - LEJEUNE	3575 S LEJEUNE RD	N
17	N	C & R - HQTRS MLK	2525 NW 62 ST	N
18	N	JUVENILE COURT	3300 NW 27 AVE	N

FACILITY ACRONYM KEY:
ETSD - ENTERPRISE TECHNOLOGY SERVICES DEPARTMENT
COC - CLERK OF COURTS
C & R - CORRECTIONS & REHABILITATION
MDTA - MIAMI-DADE TRANSIT AUTHORITY
WASD - WATER & SEWER DEPARTMENT

All work performed by mutual agreement between the County and the Contractor for network coverage improvement that involve in-building technical solutions, shall be performed on the basis of the terms and conditions within the Microcell Standalone Agreement (MSA) included as Exhibit 1 of this appendix provided for illustration. Prior to the engagement of any work to enhance or approve building coverage, the County and the Contractor will agree on the specific services to be provided and modify the MSA on a project by project basis. As a standard practice, the final project MSA will be reviewed prior to execution by the County Project Manager and County Attorney's Office (CAO).

3.5 EMERGENCY RESPONSE AND SYSTEM SUSTAINABILITY

In accordance with Appendix A – Scope of Services, Section 2.15, In the event of a natural disaster or declared County emergency the Contractor shall provide selected Disaster Recovery services. The Contractor shall deploy a Disaster Recovery Team immediately following County declared emergencies, capable of staffing the Miami-Dade County Emergency Operations Center (EOC) on a 24/7 basis.

The contractor's commitment to be sufficiently prepared to support their network coverage during such events has been demonstrated to the County and is illustrated in the maps provided as Exhibits 2 and 3 of this appendix covering Generator back-up and Disaster Recovery Sites.

In addition this network infrastructure, and in conjunction with the County's Emergency Operations functions, the Contractor agrees to provide up to six portable cell sites (e.g.: COLTS or COWS) with the necessary generators and fuel supplies following a natural disaster or declared emergency, for strategic deployment to designated areas as directed by the Miami-Dade County Emergency Operations Center.

3.6 NETWORK AVAILABILITY

In accordance with Appendix A – Scope of Services section 2.17, the Contractor will provide prompt network notification reports of all major outages that impact County wireless services. By mutual agreement, these reports shall be sent electronically to the County Project Manager and list of designated County employees with network responsibilities.

In addition to this regional notification reporting system for outages and scheduled network, the Contractor and County have agreed to meeting on a quarterly basis, or as mutually agreed, to review network performance and general coverage issues that may required remedial action. The Contractor shall provide description of maintenance, action plan and estimated timeline for

RADIO FREQUENCY ENHANCEMENT AGREEMENT

This Radio Frequency Enhancement Agreement ("Agreement") is entered into by and between **AT&T Mobility National Accounts LLC ("AT&T")** and **Miami Dade County** ("**Customer**"). It is effective as of the last date signed by the parties (the "**Effective Date**").

AT&T provides Customer with wireless radio telecommunications services ("**Service**"). This Agreement describes the terms and conditions under which AT&T will provide equipment to be installed on Customer's premises located at **111 NW 1st Street, Miami, FL 33128 (Floors 26-29), 5680 SW 87th Avenue, Miami, FL 33173 (Floors 1-2), 5600 SW 87th Avenue, Miami FL 33173, 6100 SW 87th Avenue, Miami, FL 33173, and 9105 NW 25th Street, Miami, FL 33172 (Floors 1-2)** ("**Premises**"), in order to provide enhanced radio frequency ("RF") coverage from AT&T's wireless network.

1. **Definitions.**

1.1 "**Distributed Antenna System ("DAS")**" means antennas mounted on the interior of a building that provide enhanced radio coverage to the interior of the building, and the cabling and distribution systems required to connect the antennas to the Electronics.

1.2 "**Electronics**" means all electronic equipment within the DAS.

1.3 "**Frequency**" or "**Frequencies**" means the frequencies for which AT&T holds a license from the Federal Communications Commission ("FCC") for use in providing wireless telecommunication services and features.

1.4 "**Interference**" means undesired RF energy that can degrade the quality of service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for AT&T or other carriers.

1.5 "**Network**" means the infrastructure that is used to provide wireless radio telecommunications services on AT&T's Frequencies.

1.6 "**System**" means a customized wireless radio telecommunications system comprised of the Microcell, Electronics, DAS and any related transmission facilities and related equipment and cabling that will be installed for use on the Premises.

1.7 "**Repeater**" means the AT&T-owned Repeater(s) and any related equipment.

1.8 "**Term**" means the initial term of this Agreement and any renewal term.

2. **System Design and Operation.**

2.1. Installation and Maintenance. AT&T or its designee will install and maintain the System on the Premises.

2.2. Modification and Capacity. Customer understands and agrees that the System impacts AT&T's Network capacity, and that the System may not provide coverage for all of the Premises. Customer understands and agrees that AT&T may, in its sole discretion, modify, enhance, upgrade, adjust or shutdown the System. Customer acknowledges that such upgrades, modifications or enhancements may require additional space and consume additional power and AT&T acknowledges that any material change in space and/or power requirements will be subject to Customer's approval. Any Customer request to expand, modify or enhance the System, will be at Customer's expense, and subject to AT&T acceptance and approval.

2.3. System Outage. AT&T will not be responsible for losses or damages of any kind caused by planned or unplanned outages of the System, whether caused by, but not limited to, failures of the System, power failures, Customer's acts or omissions, failure of the equipment, or any outage associated with compliance with any existing or yet to be enacted law, building code requirement, or with any other

5. **Term.** This Agreement shall begin on the Effective Date and continue for two 2 years ("Initial Term"). After the Initial Term this Agreement will automatically renew for additional eight (1) year periods ("Renewal Term") until terminated by either party upon ninety (90) days written notice.

6. **Termination.**

   6.1 **By Breach.** If either party fails to perform or observe (or to commence and diligently prosecute activities that will result in performance or observance of) any material term or condition of this Agreement, including failure to use the System, within thirty (30) days after receipt of written notice from the other party of such failure, that party shall be in default and the non-breaching party may, in addition to any other remedies available at law or in equity, terminate this Agreement.

   6.2 **By Bankruptcy.** Either party may terminate this Agreement should the other party make a general assignment for the benefit of its creditors, if a receiver is appointed for the other party due to its insolvency, if the other party initiates a voluntary bankruptcy proceeding or if the other party's creditors initiate a bankruptcy proceeding against that party and such proceeding is continuing and not dismissed or discharged for sixty (60) days.

   6.3 **Due to Regulatory Change.** AT&T may terminate this Agreement, or any part of this Agreement, immediately and without penalty to either party, upon written notice to Customer if the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder. In such event, no equipment removal fees shall apply.

   6.4 **By Vacancy.** Customer shall notify AT&T of its intent to vacate the Premises and thereby terminate this Agreement at least sixty (60) days prior to such move. AT&T shall remove the System prior to Customer's move.

   6.5 **Equipment Removal.** Upon termination of this Agreement for any reason, **AT&T will have** the right, upon reasonable notice to Customer, to enter Customer's Premises and remove all AT&T-owned equipment.

7. **No Warranty. AT&T MAKES NO EXPRESS WARRANTY REGARDING THE SYSTEM, ITS COMPONENTS OR OTHER EQUIPMENT AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **Limitation of Liability.**

   8.1 **Product and Service Failures.** AT&T is not liable for any losses or damages that arise out of or in connection with the products or services to be provided under this Agreement, whether the claim is in tort or otherwise, including but not limited to injuries to persons or property arising from the other party's use of the System.

   8.2 **Consequential Damages** Neither party is liable for any special, punitive, indirect, incidental or consequential damages, including lost profits.

9. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising out of the negligence or willful act or omission of the indemnifying party.

10. **Force Majeure.** AT&T shall have no liability for damages or delays due to fire, explosion, lightning, pest damage, power surge or failures, water, acts of God, the elements, war, civil disturbances, acts of civil or

military authorities or the public enemy, inability to secure raw materials, products, or transportation facilities, fuel or energy shortages, acts or omissions of other communications carriers, suppliers or subcontractors, or other causes beyond AT&T's control, whether or not similar to the foregoing.

11. **Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served or delivered by facsimile with a confirmation report, or when mailed by overnight delivery service or certified mail, postage prepaid, return receipt requested, to the addresses indicated below. The parties may change the addresses on thirty (30) days' written notice.

If to AT&T:	With a copy to:
AT&T Mobility	AT&T Mobility National Accounts LLC
National Accounts LLC	7277 164 Avenue NE
8645 - 154th Avenue NE	Redmond, WA 98052
Redmond, WA 98052	Facsimile Number: 425-580-5944.
Attn: OD&N	Attn: Legal Dept
If to Customer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

12. **Governing Law.** The laws of the State of Georgia shall govern all questions with respect to this Agreement. The prevailing party in any dispute to enforce or interpret this Agreement shall be entitled to recover its reasonable costs and attorneys' fees.

13. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other and such consent shall not be unreasonably withheld. However, either party may, without the other party's consent, assign this Agreement to an affiliate or to any entity that acquires substantially all of the party's business or stock and AT&T may assign its right to receive payments hereunder. Subject to the foregoing, this Agreement shall be binding upon the assignees of the respective parties.

14. **Third Party Beneficiaries.** Other than as expressly set forth herein, this Agreement shall not be deemed to provide any third parties with any remedy, claim, right of action, or other right.

15. **Severability.** If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.

16. **Survival.** The terms and provisions of this Agreement that by their nature require performance by either party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability and exclusions of damages, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

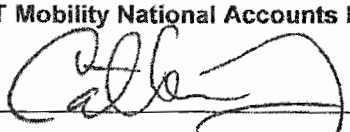
17. **Legal Relationship.** This Agreement does not render either party the agent or legal representative of the other party and does not create a partnership or joint venture between AT&T and Customer. Neither party shall have any authority to agree for or bind the other party in any manner whatsoever.

18. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

CO

19. **Publicity.** Neither party shall issue a news release, public announcement, advertisement, or other form of publicity concerning the substance of this Agreement without obtaining the prior written approval of the other party, which may be withheld in the other party's sole discretion.

20. **Entire Agreement.** This Agreement set forth the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this Agreement shall be binding unless made in writing signed by both parties.

AT&T Mobility National Accounts LLC	**Miami Dade County**
By 	By_____
Printed Name CATHLEEN M. PRYOR	Printed Name_____
Title VP CONTRACTS	Title_____
Date 9/25/2008	Date_____

CONTRACT NO. RFP 526

WIRELESS (CELLULAR) DEVICES AND SERVICES

APPENDIX D

iPHONE TERMS AND CONDITIONS

APPENDIX D
iPHONE TERMS AND CONDITIONS

1. **General.** Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to Customer and its qualified End Users. The iPhone Solution is not available to Customer's IRUs participating in AT&T's Split Billing Program.

2. **Plans.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), or (a) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network ("iPhone 3G"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones.

   2.1 Plan Requirements for Original iPhone.

   2.1.1 CRUs. CRUs must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of $39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an Original iPhone-eligible Enterprise Data Plan for iPhone.

   2.1.2 IRUs. IRUs must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of $39.99 (or an AT&T FamilyTalk Add-a-Line Plan), and (b) an Original iPhone-eligible Data Plan for iPhone.

   2.2 Plan Requirements for iPhone 3G. End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of $39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an iPhone 3G-eligible Enterprise Data Plan for iPhone or iPhone 3G-eligible Data Plan for iPhone. Use of iPhone to access corporate email, company intranet sites, and/or other business applications requires an iPhone 3G-eligible Enterprise Data Plan for iPhone.

3. **Apple iPhone Terms and Conditions.** The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional Apple iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs with the iPhone Solution, Customer acknowledges and agrees to such Apple iPhone Terms and Conditions found in the iPhone box and at http://www.apple.com/legal/sla/docs/iphone.pdf, as may be modified from time to time.

4. **Service Discount.**

   4.1 Original iPhone.

   4.1.1 CRUs. Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount and any applicable CRU-related credits or waived fees provided under the Agreement to CRUs on the iPhone Solution.

   4.1.2 IRUs. Notwithstanding anything to the contrary in the Agreement, AT&T will not provide the Service Discount, or any credits or waived fees provided under the Agreement to IRUs on the iPhone Solution.

   4.2 iPhone 3G. Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount and any applicable credits or waived fees provided under the Agreement to End Users on the iPhone Solution.

APPENDIX D
iPHONE TERMS AND CONDITIONS

5. **Equipment Discount.** Notwithstanding anything to the contrary in the Agreement, Customer and its End Users will not receive the Equipment Discount, or any other discount or promotion described in the Agreement, on iPhones or Apple-branded accessories.

6. **Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

7. **Policies and Processes.** Customer and its End Users must follow the policies and processes established by AT&T to purchase iPhones and to activate, migrate to or from, or terminate the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in AT&T retail locations and through Premier (for CRUs only), and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.

GY