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1. **PURPOSE:** The purpose of this bid is to establish a contract to furnish materials and labor to install wiring for voice and data systems and to provide underground conduit and raceway in schools and other buildings for the School Board of Miami-Dade County, FL. (M-DCPS). The term of the bid shall be from October 1, 2014, through September 30, 2016 and may, by mutual agreement between The School Board of Miami-Dade County, FL. and the awardee(s), be extended for three (3) additional one year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing its bid.

2. **AWARD:** In the best interest of The School Board of Miami-Dade County this bid may be awarded to the fifteen (15) lowest responsive, responsible bidders meeting specifications. The low bidder meeting specifications will become the primary vendor for all jobs under $6,000. The primary vendor and awarded alternates will then be pre-qualified to participate in request for quotes for jobs exceeding the $6,000 threshold. Additionally, any job(s) under $6,000 will be assigned to the primary vendor providing the primary vendor has the capacity for additional work as determined by M-DCPS, based upon performance. If the primary vendor is unable to accept additional jobs, the vendor may request in writing temporary relief to be placed on standby status without penalty. The next lowest alternate bidder will then be contacted. The primary vendor will be reinstated back to active status upon receipt of written request.

3. **BID EVALUATION:** Information Technology Services and Procurement Management will determine the low bidders by applying the unit price, as given in the Bid Proposal Form Price Sheet. The same criteria will be applied to each bidder's Bid Proposal Form Price Sheet shall be applied to the same criteria. Up to fifteen (15) bidders per total bid, providing the lowest cost meeting all other criteria herein may be awarded the contract. M-DCPS reserves the right, before awarding this contract, to require bidders to submit their qualifications.

   All bids will be evaluated based the lowest cost to M-DCPS:

4. **PRE-BID CONFERENCE:** A pre-bid conference will be held **Friday, October 4, 2013 at 8:30 AM** in Lecture Room #1 at Information Technology Services, 13135 SW 26 Street, Miami, FL 33175. Pre-Bid Conference attendance by the bidder or his qualified representative is highly recommended for bid acceptance.

5. **PRICES:** Prices shall be firm and fixed for 180 days after award of the contract. At the end of the initial 180 days in the contract period and every period thereafter, as the need arises as determined by M-DCPS, prices may be adjusted to establish current prices. Primary vendor status will be re-evaluated and vendors will be re-ranked according to the results of the price refresh.

6. **E-RATE PROGRAM PARTICIPATION AND INVOICING PROCEDURES:**
   A. Where M-DCPS purchases are made using available E-Rate funding, the selected Vendor/Contractor (known as the "Service Provider" throughout E-Rate program documents) would have initially been

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expected to:

1. Follow all vendor requirements, and be familiar with the E-Rate funding process, as outlined in the SLD (Schools & Libraries Division) / USAC (Universal Service Administrative Corp) practices outlined under the "Service Provider" section of their website at: http://www.universalservice.org/sl.
2. Carefully scrutinize all line item components on the original quotes provided and determine any non-eligible components within the proposal. These must be highlighted and identified so M-DCPS is cognizant of any line item to be paid at 100% of the cost, before sending the quote for analysis and subsequent funding by the SLD.
3. Assume financial responsibility, at time of final invoicing and payment by the SLD, for any and all ineligible line items not originally identified by the Vendor/Contractor. This will be based on the SLD's latest publication of their Eligible Services List guidelines at time of quoting and available through the SLD's website at: http://www.universalservice.org/_res/documents/sl/pdf/els_archive/2008-eligible-services-list.pdf.
4. Receive from M-DCPS a Purchase Order identifying the line items listed in the quote and prices established. This PO will be reflecting the percentage of the cost associated with M-DCPS portion of the total cost, according to E-Rate Program rules.
5. Understand that, the Purchase Order will be the only acceptable document the vendor will receive from M-DCPS acknowledging contractual responsibility for the delivery of the listed products/services.
6. Receive reasonable M-DCPS support on all vendor attempts to retrieve proper funding for equipment/services rendered through the E-Rate program.
7. Expect that M-DCPS would have timely posted all required FCC E-Rate program forms and documents, according to the instructions provided by the E-Rate program under the "Applicant" section of the USAC/SLD website at: http://www.universalservice.org/sl.
8. Recognize that M-DCPS will NOT be liable for any unpaid funding from the SLD to the Vendor.

B. The Vendor/Contractor must follow the following steps for invoicing, both for the recovery of the SLD/ USAC funding percentage, and the portion the Applicant (M-DCPS) is expected to pay under E-Rate program rules:

1. Submit the Service Provider Invoice (SPI) to M-DCPS only AFTER services and/or equipment have been delivered, installed, and are operational – as duly noted and recorded by M-DCPS Field Services personnel – BUT BEFORE any invoicing is submitted to the SLD / USAC for reimbursement.
2. The SPI will be a complete invoice of ALL services and/or equipment, reflecting all charges to M-DCPS (itemizing both eligible and ineligible components) and to USAC. This single and consolidated invoice will contain a comprehensive itemized breakdown of all charges and clearly set forth the appropriate percentage of payments due from USAC and M-DCPS respectively – and should total the agreed-upon amount for 100% payment.
3. The Vendor/Contractor will only be permitted to submit an SPI for reimbursement to USAC once M-DCPS has reviewed and has returned a signed approval of said SPI to Vendor/Contractor. All SPIs will be reviewed within 14 calendar days of receipt by the M-DCPS Director of the E-Rate Program.
4. If, in the course of M-DCPS' review of any SPI, M-DCPS finds any variances between those items delivered and those for which a bill is being submitted, the M-DCPS E-Rate staff will notify the Vendor/Contractor, through CFS (Contract Financial Services), that they have not approved the SPI

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and will indicate which items need to be modified. Once any variances are corrected, the Vendor/Contractor must resubmit the SPI to the M-DCPS Director of the E-Rate Program, through CFS (Contract Financial Services), for his/her approval. M-DCPS will again have 14 calendar days to review the re-submitted SPI.

5. Vendor/Contractor agrees that, at any time, M-DCPS is free to verify with the SLD/USAC that only those M-DCPS approved SPIs have been submitted to the E-Rate Program for reimbursement. Any indication that non-approved SPIs have been submitted to SLD/USAC will be considered a material breach of the terms of the contract. Additionally, M-DCPS will, upon becoming aware of any non-approved SPI submissions, notify USAC so that they may take any additional steps available to them to prevent Waste, Fraud, and Abuse of Program funds.
6. Damages assessed to the Vendor/Contractor for submission of a non-approved SPI may include and are not limited to suspension of the Contract, termination of the Contract, damages in the amount of the overpayments made to the Vendor/Contractor by M-DCPS or USAC, payment of related funding COMAD (Commitment Adjustments) forced upon M-DCPS by the SLD/USAC, or suspension or disbarment from participation in the E-Rate Program.

C. In no way shall this Contract modify or limit the rights of SLD/USAC against the Vendor/Contractor, also known to them as the Service Provider.

7. **UL/CSA/ETL APPROVAL:** All electrical equipment shall bear the approval symbol or name of Underwriters' Laboratories, Inc., The Canadian Standards Association or ETL Testing Laboratories.

8. **DELIVERY:** Delivery and installation shall be completed within 30 days after receipt of purchase order, or as otherwise indicated on the purchase order. All deliveries and installation will be made to schools and departments as indicated on each purchase order.

9. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

10. **WARRANTY:** The warranty for equipment, installation and service is defined in 2.6 Warranty, of the attached Specifications.

11. **EQUIPMENT:** This bid shall be for new equipment. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, demonstrator or prototype equipment will only be acceptable at the discretion of M-DCPS.

12. **CODES AND PERMITS:** All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.

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13. **MANUFACTURER'S CERTIFICATION:** In the event a bid is submitted by other than the equipment manufacturer, a certification executed by the manufacturer **shall be required stating the bidder is an authorized representative** of the manufacturer.

14. **NON-EXCLUSIVITY:** MDCPS reserves the right to procure the items herein described through the use of contracts awarded by GSA, the State of Florida, any other county or municipality, or other authorized contract, whichever is considered to be in the best interest of the Board.

15. **VENDOR INFORMATION SHEET**: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.

16. **OCCUPATIONAL LICENSE**: Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

17. **BID SUBMITTALS:** Bidders must submit one (1) original hard copy, an electronic copy (CD or Jump Drive) and should submit seven (7) copies of their bid. Bidders are required to submit, with their bid package, all supporting documentation requested in the attached specifications. Failure to provide documentation with the bid may result in the bid not to be considered for award. They include but are not limited to:

    - Signed Bidders Qualification Form
    - Bid Proposal Form Price Sheets
    - Vendor Information Sheet
    - Submit E-Rate Service Provider Identification Number (SPIN)
    - Proof of a minimum of seven (7) years experience in installing telecommunications wiring systems, Specification 1.4
    - Proof of Specialty Electrical Contractors License, Specification 1.5
    - Proof of work history, with dates, clients with their contact information,
    - Specification 1.4
    - Manufacturer certifications, if applicable as per Specification 1.6
    - Escalation Chart for Problem resolution as per Specification 2.4
    - Occupational License as defined in Special Condition 16
    - List of employees classified and certifications if applicable (Installer, Laborer, Technician, Engineer, Cable Splicer, Electrician, Foreman, and Equipment Operator)

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18. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested, in writing, by FAX or E-mail to:

    A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

    HARRY ESCHBACH, BUYER
    PROCUREMENT MANAGEMENT SERVICES
    MIAMI-DADE COUNTY PUBLIC SCHOOLS
    1450 N.E. 2ND AVENUE, ROOM 352
    MIAMI, FLORIDA 33132
    FAX #305-523-3361
    E-MAIL: eschbachh@dadeschools.net

    ILEANA MARTINEZ, SCHOOL BOARD CLERK
    MIAMI-DADE COUNTY PUBLIC SCHOOLS
    1450 N.E. 2ND AVENUE, ROOM 268B
    MIAMI, FLORIDA 33132
    FAX #305-995-1448
    E-MAIL: martinez@dadeschools.net

    DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS THREE (3) DAYS PRIOR TO BID OPENING DAY TO ALLOW M-DCPS SUFFICIENT TIME TO ADDRESS ALL INQUIRIES

19. **ERASURES OR CORRECTIONS:** Bidders are required to use permanent ink when completing the Bid Proposal Form.

    1. Use of pencil is prohibited.
    2. Do not erase or use correction fluid to correct an error.
    3. All changes must be crossed out and initialed in permanent ink.

    Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).