



BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Direct all inquiries to Procurement Management Services.

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER: _____

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on _____ in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for _____ days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

I. BIDDER CERTIFICATION AND IDENTIFICATION

- A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.
- B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. PERFORMANCE SECURITY shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.

2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. FOR M/WBE designated bids. The **SPECIAL CONDITIONS-Minority/Women** owned and controlled Business Participation Statement and the M/WBE Certification Application **MUST** be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. *Packaging*.

2. PRICES are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

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 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).

C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. PURCHASE ORDERS mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3 No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment

VIII. SAMPLES

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made;

otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) Of Item(S) Contained
4. Item Number(S) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and

Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

XVII. COMPLIANCE WITH LAWS - Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo

identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: _____
BID TITLE: _____
BID OPENING DATE: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 020-JJ04	BUYER Harry Eschbach	PAGE SC 1
TITLE Wiring, Telecommunication (Furnish and Install, Voice and Data)		

SPECIAL CONDITIONS

- PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, 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 (M-DCPS). The term of the bid shall be from July 1, 2009, through June 30, 2011 and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be extended for three (3) additional one year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may if considering extending, 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 Board has acted upon the recommendation. The successful vendor(s) agrees to this condition by signing its bid.
- AWARD:** In the best interest of The School Board of Miami-Dade County this bid may be awarded to the ten (10) lowest responsive, responsible bidders meeting specifications. Vendors must bid all items on the bid. The bid may be awarded to up to ten (10) vendors to ensure maximum competition. However, only the five (5) lowest bidders will be active, and contacted for participation in quotes exceeding \$6,000. The remaining vendors will be placed on standby status. Additionally, any job(s) under \$6,000 will be assigned to the lowest bidder providing the vendor has the capacity for additional work as determined by M-DCPS, based upon performance. If the vendor is unable to accept additional jobs, the vendor may request in writing temporary relief to be placed on standby status without penalty. The vendor will be reinstated back to active status upon receipt of written request. In the event a vendor requests relief, the next vendor on standby status will be moved into active status until above request is received by M-DCPS. Due to current volume of assigned work, the District reserves the right to rotate among the other vendors of award. Each vendor will be utilized as determined by M-DCPS.

Quotations will be valid for the period indicated on the quote sheet. Quotations will be evaluated and the lowest responsive and responsible bidder awarded the specific job. Vendor may provide lower Hourly Labor Rates but may not increase the rate provided on bid submission and may provide higher discounts off list, but not lower, than those provided on the bid submission. Single jobs under the quotation threshold, will be awarded to the low vendor of award for this contract.

- BID EVALUATION:** Information Technology Services and Procurement Management will determine the low bidders by applying the unit prices, as given in the Bid Proposal Form Price Sheets, to a matrix. Each bidder's Bid Proposal Form Price Sheets shall be applied to the same criteria. All the materials used in the calculation shall be taken from the price sheets. Up to ten (10) bidders per total bid, providing the lowest cost for the material, labor and 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 on the following matrix providing the lowest cost to M-DCPS:

- 1) A quotation for new school construction wiring. Vendors will be held to the pricing submitted. Plans for the new school must be picked up at Procurement Management Services, 1450 NE 2ND Avenue, Room 352, Miami, FL, 33132 prior to the pre-bid conference. A walk-through of **G. Holmes Braddock Senior** will be conducted Wednesday, October 22, 2008 at 9:00am and proceeding directly to Dr. Manuel C. Barreiro Elementary immediately thereafter, this will be done prior to the pre-bid conference The school information is as follows:

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 020-JJ04	BUYER Harry Eschbach	PAGE SC 2
TITLE Wiring, Telecommunication (Furnish and Install, Voice and Data)		

SPECIAL CONDITIONS

G. Holmes Braddock Senior, 3601 SW 147 Avenue, Miami Florida 33185, (305) 255-9729

Dr. Manuel C. Barreiro Elementary, 5125 SW 162 Avenue, Miami Florida, (305) 229-4800

Prospective bidders are encouraged to attend this walk-through to familiarize them with the unique environment where the work is to take place and to establish work procedures to minimize disruption at schools and other locations. Failure to consider the unique conditions of M-DCPS locations shall not entitle the awarded vendor to additional compensation after the bid has been awarded. After the pre-bid conference, no additional requests will be entertained regarding the plans.

- 2) Line item pricing on the Bid Proposal Form.
- 3) Adds, Moves, and Changes (AMC) on the cost per drop.

4. **PRE-BID CONFERENCE:** A pre-bid conference will be held **Wednesday, October 29, 2008 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. The prices (Catalog Price Lists, Vendor Price lists, Hourly labor rates, etc.) may be increased or decreased (increases cannot exceed the percentage increase stated in the price refresh). 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 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

BID 020-JJ04	BUYER Harry Eschbach	PAGE SC 3
TITLE Wiring, Telecommunication (Furnish and Install, Voice and Data)		

SPECIAL CONDITIONS

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 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.

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TITLE Wiring, Telecommunication (Furnish and Install, Voice and Data)		

SPECIAL CONDITIONS

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.
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

BID 020-JJ04	BUYER Harry Eschbach	PAGE SC 5
TITLE Wiring, Telecommunication (Furnish and Install, Voice and Data)		

SPECIAL CONDITIONS

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) as per Specification 2.6.4 and 2.7.1
- A Price catalog for additional equipment via hard copy and on CD or Jump Drive

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

BID 020-JJ04	BUYER Harry Eschbach	PAGE SC 6
TITLE Wiring, Telecommunication (Furnish and Install, Voice and Data)		

SPECIAL CONDITIONS

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS 7 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).

CONSIDERED
M1-1/00

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# 020-JJ04**

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- or
- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 127
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Mrs. La-Chane Faison at 305-995-7133.

The School Board of Miami-Dade County, Florida
Bid # 020-JJ04
Wiring, Telecommunication (Furnish and Install, Voice and Data)
SPECIFICATIONS

1.0 GENERAL

- 1.1 This bid is intended to solicit bids from wiring contractor(s) 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 Miami-Dade County Public Schools (M-DCPS). The wiring includes copper wires and cables of various sizes and optic fiber cable of various sizes. Installation may be underground or above ground and may or may not be in conduit.
- 1.2 This bid shall establish a contract at firm unit prices for the purchase of estimated requirements for the items listed in the Bid Proposal Form. All prices shall be firm during the first 180 days of the contract. At the end of the initial contract period, prices may be increased or decreased (increases cannot exceed the percentage increase stated in the price refresh).
- 1.3 In determining the low bidders for the initial 180 day period, Information Technology Services (ITS) Network Expansion Services shall apply the matrix indicated in Special Conditions 3. Each bidder's Bid Proposal Form Price Sheets shall be applied to the same criteria. Up to ten (10) bidders, providing the lowest cost may be awarded a contract for wiring. Evaluation of low bidder(s) for subsequent price refreshes will be solely based on line item pricing indicated on the price refresh form.
- 1.4 Bidders shall have an established business in Miami-Dade or Broward County with office and staff capable of performing all functions of this bid. Bidder or principal personnel shall have a minimum of seven years experience in installing telecommunications wiring systems using copper and fiber optic cable, involving several hundred telephones or more, and/or four hundred personal computers or more in a local area network. Bidders shall provide proof of their experience in their bid by submitting a work history showing current projects and projects completed within the past seven years, with dates, clients name and address and phone number, number of telephones and number of computers in that client's project(s). Bids that do not include such proof shall be considered non-responsive.
- 1.5 Bidders shall have a full time employee licensed by the State of Florida as a Specialty Electrical Contractor, for the term of the bid.
- 1.6 Bidders shall have an agreement with the manufacturer of the cabling hardware that indicates the wiring bidder is a certified installer of the hardware being offered and both the manufacturer and the bidder are jointly responsible for the warranty agreement (proof shall be included in the bid). Bids that do not include a copy of the extended warranty agreement will not be considered. This requirement shall also apply to bidders who function as both manufacturer and installer of the cable systems. Bidders that bid wire and/or cable of one manufacturer and connection hardware such as jacks, panels and cross connects of another manufacturer shall include in their bid a letter from the hardware manufacturer that states that in the event the bidder ceases to be in business during the warranty period, that the hardware manufacturer will perform all required

The School Board of Miami-Dade County, Florida
Bid # 020-JJ04
Wiring, Telecommunication (Furnish and Install, Voice and Data)
SPECIFICATIONS

actions to meet the warranty requirements.

- 1.7 It is the intent of M-DCPS to select up to ten (10) contractors to participate in this bid. As the need arises, the awarded vendors will be requested to submit quotations for any single job exceeding the quotation threshold as established by Miami-Dade County Public Schools' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS --COMPETITIVE BIDDING REQUIREMENTS, paragraph II, (B), or any amendment thereof. Quotations will be evaluated and the lowest responsive and responsible bidder awarded the specific job. Vendor may provide lower Hourly Labor Rates but may not increase rate provided on bid submission and may provide higher discounts off list, but not lower, than those provided on the bid submission. Single jobs under the quotation threshold, will be awarded to the low vendor of award for this contract. If the vendor is unable to complete by the timeline in the scope of work or per the purchase order, due to current volume of assigned work, the District reserves the right to rotate among the other vendors of award. Each vendor will be utilized as determined by M-DCPS. M-DCPS estimates the value of this contract at approximately seven (7) million dollars.
- 1.8 In order to assist bidders in understanding the wiring and conduit arrangements used by MDCPS, see the Master Specifications, Divisions 13 and 16. The following link is provided for downloading documents: <http://facilities.dadeschools.net/default.aspx?id=masterspecs>. The notes are intended to show M-DCPS standards and are based on Electronic Industries Association/Telecommunications Industries Associates (EIA/TIA) standards 568 and 569 and field experience. The notes were originally developed to assist architects and engineers who had little or no experience with telecommunications wiring. Each installation must be designed based on the concepts in these notes. Each installation must be coordinated with ITS, Infrastructure and Systems Support (ISS) project managers. Suggestions to improve these concepts and to reduce costs are solicited.
- 1.9 Normally in new construction, the conduit with pull-strings and backboards for voice and data will be installed by electrical subcontractor(s) to the general contractor. The wiring contractor(s) shall carefully inspect the conduit work for adequacy and inform the ITS, ISS project manager of any needed changes. In the event that conduit and backboards are required but have not been supplied by the general contractor or electrical subcontractor, the wiring contractor shall be responsible for installing conduit and backboards in addition to the wiring. In existing buildings, the wiring contractor shall be responsible for installing needed conduit and backboards in addition to the wiring.
- 1.10 The contractors that will install the various systems equipment will inspect the wiring and report any required changes to the ITS, ISS project manager. The wiring contractor, the equipment contractor, ITS Network Expansion Services project manager and construction project manager shall cooperate with each other to resolve any problem involving wiring.
- 1.11 It is recognized that schools may have different architectures and may require different

The School Board of Miami-Dade County, Florida
Bid # 020-JJ04
Wiring, Telecommunication (Furnish and Install, Voice and Data)
SPECIFICATIONS

quantities of material. Bidders shall submit price sheets giving unit costs for material and associated installation labor. After award of contract, the contractor shall provide a detailed list of materials and labor for each project. The wiring contractor shall provide timeframes, riser diagrams, line items, fiber specifications and scope of work, which shall be reviewed and approved by ITS, ISS. No work shall be started before approval by ITS Network Expansion Services.

- 1.12 Note that there is a set of price sheets included in the bid. These price sheets are intended to provide installed prices for various items used in the installation work on a per unit basis. These lists shall be used for pricing for new installations and for adds, moves and changes.
- 1.13 EXAMINATION OF SPECIFICATIONS: Each bidder is required to examine carefully the specifications and to be informed as thoroughly as possible regarding any and all conditions and requirements that may affect the work to be performed.
- 1.14 Scheduling of visits to the various schools shall be coordinated by ITS, ISS in order to insure adequate access for the visitors and to minimize disruptions at the schools.
- 1.15 BID SUBMISSION: Bidders must submit one original hard copy, an electronic copy and should submit seven (7) copies of their bid, and all supporting documentation are to be submitted. Pricing shall be per line item and title as listed therein and bidder shall complete all information requested. Bidders are to furnish a hard copy and a CD or Jump Drive of price lists with bid submissions.
- 1.16 NEW SCHOOL CONSTRUCTION: Any site plans for new schools under construction or in design will be available for viewing at the ISS Annex, 2740 N.W. 104 Ct., Miami, Florida 33172, David LaBrie, 305-995-3361. Plans for older schools will be made available from various sources at the time the decision is made to install new wiring at that particular school. No additional allowances shall be made because of lack of knowledge of site conditions unless they are the result of additions or changes requested by M-DCPS's representatives. Awardees, should advise during site walk-through of any conditions or specification issues would impeded the ability to successfully complete the required work.

2.0 CONTRACTOR'S RESPONSIBILITY AND QUALIFICATIONS

- 2.1.1 The Contractor shall have in operation a business adequate for and devoted to the installation of Telecommunications wiring systems involving copper wires and fiber optic cable and associated hardware. The intent of this Section is to ensure single source responsibility for all material, and labor proposed by the Contractor.
- 2.1.2 The Contractor shall manage the installation program, provide transportation, storage of material, testing and installation of all material on an engineer, furnish and install basis. The entire system shall be on a turnkey basis. Various locations are not able to guarantee a secure storage area for the contractors' material, tools, and supplies.

The School Board of Miami-Dade County, Florida
Bid # 020-JJ04
Wiring, Telecommunication (Furnish and Install, Voice and Data)
SPECIFICATIONS

Therefore, the contractor shall be responsible for on-site security of his/her material, tools, and supplies until final acceptance.

- 2.1.3 It is important for M-DCPS to receive timely responses to request for quotations (RFQ). The following is the deadline for timely submission:

<u>AMOUNT OF RFQ</u>	<u>DEADLINE</u>
\$5,999.99 or less	2 working days
\$6,000.00 to \$24,999.99	5 working days
\$25,000.00 or greater	10 working days

- 2.1.4 As a courtesy, ITS, ISS may E-mail a Request for Quotation (RFQ) to the selected contractors; however, it is the responsibility of the contractors to contact ITS, ISS for outstanding RFQ's.
- 2.1.5 In the event of an emergency, as determined by the Executive Officer of ITS, the bidder that submitted the lowest bid shall be given the first opportunity to respond for the emergency work. If the lowest bidder is unable to respond within an acceptable time period, the work shall be offered to the other contractors. Should none of the contractors selected through this bid be able to respond adequately to the emergency, the work may be done by any other resource that can respond in a timely manner.

2.2 PRICES AND PAYMENTS

- 2.2.1 All bid prices shall be F.O.B. destination, delivered, and installed at the site intended in Miami-Dade County, Florida, per specifications.
- 2.2.2 It is a requirement that all bids provide a set of price sheets. The price sheets in the Bid are intended to be typical of what applies specifically to the material being bid, it is recognized that there may be items of material available that are not included in the price sheets in this Bid. Bidders are encouraged to copy the blank price sheet and provide any additional item(s) with associated cost. Only items indicated in the attached price sheets shall be used in determining the low bidders. VENDORS MUST BID ALL ITEMS IN THE BID TO BE CONSIDERED FOR AWARD.

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2.2.3 M-DCPS policy allows payment only for goods and services received, therefore, no advance payment can be made for goods not received. MDCPS also reserves the right to provide material.

2.2.4 The following shall be the payment terms on a per location basis.

Partial payment may be made on materials delivered to the intended site. The material received on site must be verified by the ISS project manager. The contractor assumes all responsibility for all materials delivered to the intended site. Total partial payment may not exceed 80% of the total quoted price for the materials, excluding labor. The remaining balance will be paid upon completion, inspection and final acceptance by the ITS Network Expansion Services project manager.

MDCPS will not pay for travel time. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials. The vendor shall not be paid for any services which have not been authorized by the MDCPS authorized representative and not accompanied by an MDCPS purchase order.

2.2.5 The contractor may not assign their rights under this contract without prior written approval of M-DCPS. However, no assignment of any contract rights shall relieve the Contractor of any of their obligation under this contract, including, but not limited to their obligation to meet the Bid specifications for labor, material, warranty repair, and replacement of the wiring as required. The Contractor may not assign or transfer their performance obligations under this contract to any other person.

2.2.6 In the event that the obligations and assets of the Contractor are merged or assumed by some other legal entity, the Contractor agrees to provide written notice to M-DCPS or its designee, and M-DCPS shall be given the right to allow the contract to continue under the new ownership or to terminate the contract without penalty. Such election shall be made at the sole discretion of M-DCPS.

2.2.7 INVOICE AND PAYMENT: Vendor shall invoice based on the actual labor hours expended and materials utilized. MDCPS does not pay for travel time. Invoices for Additional Services shall be sent to the M-DCPS, Contract Financial Services (CFS).

The invoice document shall contain the following information:

- a. District's purchase order number
- b. M-DCPS work order control number
- c. Description of work
- d. Start date and completion date
- e. Work location number and name, incident number, where services were rendered
- f. Purchase order line item number MUST match bid line item number and description of materials utilized, quantities and unit prices
- g. Any E-Rate invoices MUST include FRN number, Application number and SPIN number

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A clean and clearly legible copy of service tickets (AMC) and/or certificates of acceptance shall accompany the invoice. The document(s) shall indicate the technician's name (printed), dates and times services were provided. Service tickets SHALL include the printed and signed name of the work location staff. Certificates of acceptance SHALL include the printed and signed name of the ISS Project Manager.

Invoices could be e-mailed to cfs@dadeschools.net in lieu of US Mail or Fax. M-DCPS is tax exempt and therefore does not pay taxes.

Invoices not submitted in accordance with the procedures and requirements defined herein will not be processed for payment and will be returned to the vendor.

2.3 CONTRACT AWARD

It is the intention of M-DCPS to award the contract to the lowest responsible bidders submitting a responsive bid meeting the specifications.

2.3.1 The School Board of Miami-Dade County reserves the right, before awarding the contract, to require bidders to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with other customers of the bidder in making the award in the best interest of the School Board of Miami-Dade County.

2.3.2 Due to statutory budgetary requirements, M-DCPS reserves the right to cancel the Contract at the end of each fiscal year or the end of each year of the contract period. No guarantee is expressed or implied, as to the quantities that will be used during the contract period.

2.4 DOUBT OR DIFFERENCE OF OPINION

Resolution of any doubt or difference of opinion as to the items to be furnished hereunder, the quality of the items, the quality of workmanship, the detail of information in the as-built plant-in-place documents and any other item related to a contract award as a result of this BID shall be handled through the following procedure:

FIRST STEP

BOARD

CONTRACTOR

M-DCPS Project Manager

Vendor Project Manager

SECOND STEP

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- 2.6.2 During the warranty period, the contractor shall maintain an adequate supply of spare parts, either on site or at their local service facility.
- 2.6.3 Craft persons that install the wiring shall be certified by the manufacturers of the panels and jacks as being qualified to properly install all wiring. The District may require letters of certification from the manufacturers.

2.7 ADDITIONS, MOVES AND CHANGES (AMC)

- 2.7.1 After the award of the bid, the contractor shall provide a quote for each project/location, based on bid unit prices. In addition, the contractor shall provide a basic description of the plan used to develop the list of materials. Bidders are requested to provide in their bid a list of their craftsperson's that are currently employed and will work on this bid. The list shall provide names, dates of certification and certificates and shall be updated as personnel changes occur.
- 2.7.2 Unless otherwise approved by M-DCPS Project Manager, it is agreed that no charges for any AMC's shall be made if work is not based on the original plan or estimate. Authorized AMC's shall be charged by adjusting the prices, based on the price sheets, up or down, as appropriate.

AMC shall be completed within ten (10) business days of notification or as mutually agreed to M-DCPS and awardee(s). Failure to complete work as agreed to will result in a penalty of 10% per day of the total cost of the AMC scope.

- 2.7.3 Bidders shall state their person-hour labor rates for various skill levels as per line item pricing on Bid Proposal Form.

2.8 LIMITATION OF CONTRACTOR'S LIABILITIES

If the performance of any part of this contract by the contractor is prevented, hindered, delayed or otherwise made impracticable by reason of flood, riot, fire, explosion, war or any other casualty or any other cause of whatever nature that is beyond the control of the Contractor, the Contractor shall be excused from such performance during the continuance of any such happening or event, for as long as such event shall continue to prevent, hinder or delay such performance, provided that in the event of a lockout, or other disturbance, the Contractor shall provide the requirements of this contract using any personnel deemed necessary. This paragraph shall apply to the installation and warranty requirements of this Invitation To Bid (ITB).

2.9 MATERIALS AND WORKMANSHIP

All copper wire, fiber optic cable, and component parts furnished shall be guaranteed to be new, meet all requirements of this bid, and be in an operable condition at the time of delivery. No part or attachment shall be substituted or applied contrary to the

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manufacturer's recommendations and standard practices.

2.10 FAILURE TO PERFORM UNDER WARRANTY AGREEMENT

The following option shall be available to M-DCPS and shall be applied, in the event of failure on the part of the contractor to perform under the warranty agreement, as stated in this bid. This shall be applied on a per location basis.

- a) During the warranty period, each failure to respond or correct in a timely manner based on service call level shall obtain a one-month extension of the cost-free warranty maintenance period. In the event, twelve such response failures occur within one year, M-DCPS shall receive a warranty extension for the balance of the year in which the failures occurred, as well as the next full calendar year. This shall be in addition to the five-year and fifteen-year warranty period.
- b) More than six (6) warranty response failures within a six (6) month period may result in termination of the contract. Contractor(s), will be notified in writing, listing the specific areas of non-compliance and/or non-performance. If these are not corrected within the time specified, M-DCPS may, without prejudice to other remedies they may have, apply penalty fees and/or take over the assigned work or such portion thereof as may be in default, and correct and make good the deficiencies.

In such case, the cost thereof, including compensation for supplementary services and expenses made necessary by such default, neglect or failure, may be deducted from any amount due or to become due the Contractor(s) from M-DCPS. If payments then or thereafter due the Contractor(s) are not sufficient to cover such amounts, the Contractor(s) shall pay the difference to M-DCPS.

The following situations are worthy of a NON-COMPLIANCE notification and penalty fee assessment:

<u>NON-COMPLIANCE</u>	<u>PENALTY FEE</u>
Inappropriate or inadequate parts inventory, tools, equipment, software resulting in non-compliance	\$100.00 per call
Damage to property	Repair costs as quoted by General Contractor and/or Vendor.
Deficient and defective workmanship	\$100.00 per call

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Failure to comply with School Board policies and procedures (e.g. No-Smoking Zones and access to non-authorized areas)	\$50.00 per occurrence
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c) Priority One (1) warranty service calls must be given immediate attention and the service must occur before any other service calls. Response to a Priority One (1) must be that a technician must be on site within two (2) working hours of the initial call. If the service cannot be restored to normal operation within eight (8) working hours from time of M-DCPS call, the vendor must contact ISS with restoration plan. Time extension must be approved and agreed to by M-DCPS

Priority Two (2) warranty service calls must be served immediately after the Priority One (1) service call. Response to a Priority Two (2), must be that a technician must be on site within eight (8) working hours or the next business day of the initial call. If the service cannot be restored to normal operation within sixteen (16) working hours from time of M-DCPS call, the vendor must contact ISS with restoration plan. Time extension must be approved and agreed to by M-DCPS

Emergency Service Calls must be given immediate attention and the service must occur before any other Service Calls not already in progress. The ISS Project Manager must be given a status update and a technician must respond, and if necessary, have remote access or, be on site within two (2) hours of the initial Emergency Service Call. Service must be restored within six (6) hours of the initial Emergency Call. The following situations shall be considered Emergencies:

- a. Failure of school principal or site manager's connectivity.
- b. Failure of 20% or more ports
- c. Other failures as determined by M-DCPS (e.g. any safety to life issue)

Service Calls that are not an emergency will be considered routine. Routine Service Calls (P2) must be serviced after the Emergency Service Calls. A technician must respond by remote access or on-site within eight (8) work hours. Service must be restored within sixteen (16) work hours.

2.11 TERMINATION OF CONTRACT

The termination of contract shall be governed by the following terms and conditions if the contractor shall be considered in default.

- A. Every contractor shall respond via E-mail to each request for quote. In the judgment of M-DCPS, the repeated failure of the contractor to respond to request for quotes

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(three (3) consecutive times within a six (6) month period) via E-mail may result in the termination of the contract.

- B. Should the contractor fail or neglect to execute the work properly and diligently in substantial accord and compliance with the schedule or schedules agreed upon, as may be determined by M-DCPS, or, if the contractor shall fail or refuse to perform any requirement or provision of the Contract specified to be performed by the contractor, then M-DCPS may immediately take over the work, or such portion thereof as may be in default or arrears, and correct the fault and make good the deficiency, and the cost thereof will be deducted from the contract price and may be withheld from any amount then due or that may become due the contractor from M-DCPS. M-DCPS may complete the work by M-DCPS's own staff or in such a manner and means as M-DCPS may deem necessary or expedient.

2.12 M-DCPS APPROVAL

Contractor's entire responsibility for the correctness and suitability of the work shall not be affected by the grant to, or the exercise or non-exercise by, M-DCPS of its right to inspect, test, review, comment on and approve the work, including, without limitation, drawings, data, and other documents or work provided by contractor.

No failure or delay by M-DCPS to insist on strict performance or observance by Contractor of any of the terms or conditions of the Contract, or to exercise any right or remedy under the Contract shall operate as a waiver thereof by M-DCPS; nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof or the exercise of any other right or remedy under the contract.

2.13 SEVERABILITY AND COUNTERPARTS

If any part of the contract is held to be invalid, void or otherwise unenforceable, the other parts of the contract shall continue in full force and effect unless the severance of the portion held unenforceable would render impossible performance in accordance with the purposes of the contract.

2.14 ADDITIONAL INFORMATION REQUIRED OF THE BIDDER

The bidder is requested to provide a statement giving the following information regarding the bidder(s) support activities.

1. The number of support persons on duty during the normal workweek and on weekends.
2. The extent of the technical training and years of experience of personnel.
3. An escalation chart for problem resolution.
4. The location of the bidder's local facility.

2.15 ACCEPTANCE AND TESTING

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Acceptance is and shall be understood and agreed to be acceptance of the entire project for a location by M-DCPS and not on an individual system basis. The date of acceptance is defined as the date of verification of successful testing and completion of plant-in-place drawings and associated information. Representatives of ITS Network Expansion Services and the Contractor shall mutually agree as to the date of acceptance. This shall be done on a per location basis. Where valid A printout of the test results shall be provided in electronic form (Jump Drive, CD or E-mail) prior to the final walkthrough inspection. Reference numbers provided by ITS shall be depicted on all of the following documentation. Below are the tests that shall be performed:

A. Copper Wiring Tests

Every pair of copper wires shall be tested for their appropriate characteristics. The tests shall be as follows: attenuation, near-end crosstalk, line mapping, length, capacitance, DC loop resistance, and attenuation-to-crosstalk ratio.

A printout of 100% of these test results is required. The tests shall be conducted using the Wavetek Lantek Pro tester or equal. The test signal frequency shall be 100 MHz or shall be a sweep frequency from 1 MHz to 100 MHz. Automatic testing that gives results in terms of pass or fail criteria is acceptable if the criteria is clearly stated and conforms to EIA/TIA Bulletin TSB40 criteria or better.

B. Optic Fiber Tests

Every multi-mode fiber optic strand shall be measured for distance and end-to-end for power loss at 850 nm and 1300 nm. The optical loss per mated connector pair shall not exceed 1.5 db. The loss through any type of fiber splice shall not exceed 0.3 db. The maximum loss of the fiber strand without connectors and splices shall not exceed 3.75 db/km at 850 nm and not exceed 1.0 db/km at 1300 nm. At minimum the multimode fiber shall be 50um, 850nm, low metal content, complying with the ITU-TG.652 and ISO/IEC 793-2 type B1 standards, the modal bandwidth, equal or greater than 2000mhz/km. On an individual job basis, manufacturers' specifications of the fiber to be installed shall be provided with each quote.

Every single-mode fiber optic strand shall be measured for distance and end-to-end power loss at 1310 nm and 1550 nm. The optical loss per mated connector pair shall not exceed 1.5 db. The maximum loss of the fiber strand without connectors and splices shall not exceed 1.5 db at 1310 nm and 1550 nm. The single mode fiber shall be 50um, 850nm, low metal content, single-mode, fiber-optic, complying with the ITU-TG.652 and ISO/IEC 793-2 type B1 standards. On an individual job basis, manufacturers' specifications of the fiber to be installed shall be provided with each quote.

C. Extended Warranty Agreement: where applicable, the fifteen-year warranty certificate shall be considered part of the warranty agreement, i.e. in new construction.

D. Provide As-built drawings for all quoted bid jobs. These drawings shall be clearly

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printed and will depict all jack locations.

1. The location of all telephone, data and intercom wiring closets and backboards and terminal blocks.
2. Routing of feeder cables to each closet, backboard, and terminal block.
3. Location and number of each jack.
4. A riser diagram showing all closets, backboards and terminal blocks.
5. Detail of each cross-connect and punch-down block identifying pairs to each jack.

2.16 It is recognized that until the various items of equipment utilized are installed, that errors and/or problems will not be known. The contractor shall cooperate fully with M-DCPS and the equipment contractors to repair any problems that are found during or after the various systems are activated.

2.17 In the event that during the warranty period it becomes evident that a pattern of chronic malfunctions and/or failures develop which severely limits the use of the equipment and which the contractor has been unable to remedy, M-DCPS shall notify the contractor in writing, listing the specific malfunctions and/or failures to be remedied and the time in which the remedies are to be accomplished. If the remedies are not accomplished within the specified time, M-DCPS may declare the contractor in default and issue a new purchase order to the second lowest bidder to replace the installed wiring and to continue the work of new installations. M-DCPS shall be accountable to the contractor in default for portions of the work performed by him/her which is re-used, however M-DCPS shall be reimbursed by the contractor in default for funds previously paid for the wiring being replaced by the new contractor. If the faulty installation is partially usable it shall remain in place and be serviced under the warranty until replacement is installed.

2.18 PERMITS AND LICENSES

The contractor shall be responsible for obtaining any necessary construction and installation permits and licenses and shall comply with all federal, state, and local codes and ordinances without additional cost to M-DCPS.

This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor may not be responsible for obtaining this Permit. However, a specific building permit may be required for any category of work administered and supervised by any MDCPS department other than Maintenance Operations and certain projects defined by the Florida Building Code.

2.19 INSURANCE

Prior to commencing work under this bid, the contractor shall obtain and maintain without interruption the insurance as outlined in special conditions. The contractor agrees to furnish a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage.

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2.21 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and save harmless, M-DCPS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted or unpatented invention, process or articles manufactured or used in the performance of the contract, including its use by M-DCPS. If the bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

2.22 LIQUIDATED DAMAGES

As a result of the contractor's survey and subsequent approval by ITS Network Expansion Services, the contractor will have established a schedule, which shall state the number of calendar days after commencement of work that the work will be completed. Time of completion of each installation and/or project shall be given by this schedule, which may be adjusted by mutual agreement of the contractor and M-DCPS, Florida. The time of completion shall be of the essence. Should the contractor fail to complete the work or obtain acceptance within the time agreed to, and provided the contractor has not previously obtained an extension from M-DCPS, a minimum sum of \$500.00 shall be deducted from the contract price for each calendar day of delay as liquidated damages. If the contract price exceeds \$50,000, then 1-1/2% of the contract price shall be deducted for each day of delay as liquidated damages. This deduction shall be applied to each installation individually. The contractor consents and agrees that it is not necessary for M-DCPS to prove monetary loss.

2.23 CONTRACT MANAGER

2.23.1 The contractor shall designate an individual acceptable to M-DCPS to perform the contractor's program management function. The Contract Manager shall provide a single point interface between M-DCPS and the contractor on all matters concerning the contract. The contract manager shall provide on demand status/progress reports and attend monthly status meetings throughout the contract period as required by M-DCPS.

2.23.2 After award of contract, the Contract Manager shall be in residence in South Florida and shall be available to M-DCPS on a schedule that shall be mutually agreed to by M-DCPS and the contractor.

2.23.3 An M-DCPS, ITS and ISS Supervisor shall designate an ISS Bid Administrator to manage the contract for M-DCPS.

2.23.4 For individual projects The ISS Project Manager shall inspect all installation materials and workmanship and ensure contract compliance for final acceptance. The wiring contractor's Contract Manager shall interface with and cooperate with M-DCPS ISS Project Manager, the construction project manager and the equipment contractor.

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2.24 ADDITIONS OR CHANGES DURING INSTALLATION

2.24.1 The Contract Manager or contractor shall not accept requests or agree to perform services beyond the contract requirements from persons other than authorized personnel of M-DCPS, ITS. All requests for additions and/or changes shall be directed to and handled by authorized personnel of M-DCPS ITS, ISS.

2.24.2 M-DCPS, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions.

2.24.3 The cost or credit to M-DCPS resulting from a change in the work shall be determined in one of the following ways:

- 1) By mutual acceptance of a properly itemized lump sum amount supported by sufficient substantiating data to permit evaluation, if not listed in the Contract Documents.
- 2) By unit, prices stated in the Contract Documents or subsequently agreed upon.

2.25 FAMILIARITY WITH LAWS

The bidder is presumed to be familiar with all Federal, State and Local Laws, Ordinances, Code Rules and Regulations that may in any way affect the work. Ignorance on the part of the bidder shall in no way relieve him/her from responsibility. Bidders are advised that M-DCPS and the Florida Department of Education may have additional requirements beyond those contained in the locally accepted Building Codes.

2.26 INDULGENCE

Indulgence by M-DCPS of any nonconformance by the contractor does not constitute a waiver of any rights under this agreement.

2.27 SUB-CONTRACTS

- a) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and M-DCPS.
- b) The Contractor shall be as fully responsible to M-DCPS for the acts and omissions of the sub-contractor and of persons employed by them as he/she is for acts and omissions of persons directly employed.

2.28 EMPLOYEES OF THE CONTRACTOR AND SUB-CONTRACTOR

All employees of the contractor and sub-contractor shall be considered to be at all times

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the sole employees of the contractor or sub-contractor under the contractor's sole direction and not an employee or agent of M-DCPS. The contractor and sub-contractor shall supply competent and physically capable employees, and M-DCPS may require the contractor to remove an employee it deems careless, incompetent, or insubordinate and whose continued employment on M-DCPS property is not in the best interest of M-DCPS. Each employee shall have and wear proper identification on the job and have already met the background screening requirements of M-DCPS.

3.0 TECHNICAL INFORMATION

3.1 DEFINITIONS

Wiring: shall be considered to include all copper wires, copper multi conductor cables, fiber optic strands and multi strand fiber optic cable. The words wire and cable are intended to have the same meaning and are used interchangeably.

Telecommunications Wiring: Shall be construed to mean the wire and cable for voice and data.

Conduits: shall be construed to include all metal and plastic tubing, all cable trays and ducts in which telecommunications wiring may be installed. These items are also referred to as raceways.

3.2 Architects and engineers have been requested to provide a basic design for telecommunications for a new school building as follows:

- a) A main equipment room shall be in or near the administration offices of a school.
- b) There shall be satellite equipment rooms and/or wiring closets in each building.
- c) Within a building there shall be a wiring closet for approximately every 20 to 25 rooms or offices.
- d) The locations of the satellite rooms and wiring closets shall be such that the maximum wire distance from a room or closet to a jack is 250 feet and the maximum wire distance between equipment rooms and wiring closets is 300 feet.

3.3 Conduit design for the above has been requested as follows:

- a) There shall be a minimum of three conduits of a minimum of 2" diameter from the main equipment room to each satellite room or wiring closet. ITS, ISS for adequacy shall review the actual quantities and sizes of the conduit during the design phases of the project.
- b) ITS, ISS shall review for adequacy the actual quantities and sizes of the conduit during the design phases of the project.

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- c) The quantities and sizes of this conduit shall be determined during the design phase of the project and shall be reviewed by ITS Network Expansion Services.
 - d) No conduit smaller than 3/4" shall be used to any voice or data outlet.
- 3.4 It is recognized that there are various ways of laying out a conduit system for wiring from the various satellite rooms and wiring closets. The design shall be based on the following requirements:
- a) Every classroom except the computer laboratories shall have a voice jack, and eight LAN jacks. Computer laboratories will have one voice jack. The data jacks will be distributed around the room in wire-mold. If the distance between the laboratory and nearest wiring closet is less than 100 feet then all jacks are run to the wiring closet. If the distance is greater than 100 feet from the nearest closet then a terminal cabinet will be placed in the room and all data jacks will be terminated in the terminal cabinet. A fiber optic cable will be installed from a terminal cabinet to the nearest wiring closet containing fiber.
 - b) The voice jack and the data jacks shall be connected to a satellite room or closet using 4-pair category 5e cable. Fiber optic cable shall be used between the main equipment room and satellite rooms and closets. Multi-pair copper cable shall be used between the main telephone room and satellite rooms and closets for the voice jack.
 - c) There shall be no daisy chaining of outlet boxes except where approved by ITS ISS.
- 3.5 Wire termination at the various equipment rooms and wiring closets shall be as follows:
- a) In all schools the voice panel is a punch-down and the others are category 5e patch panels.
 - b) All jacks shall be hard wired to their respective panels.
 - c) All copper pairs used for voice shall be protected at both ends of the cable if the cable leaves and enters a building.
 - d) At the MDF the voice panel shall be hard wired to the cable protectors.
 - e) The fiber optic cable shall be terminated in a suitable interface unit that provides for fan-out of the strands and termination in ST-type or SC-type connectors. The number of strands and arrangement of separation and fan-out shall be approved by ITS Network Expansion Services.

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- f) Cable management shall be included in all installations to neatly organize all patch cables at each IDF and MDF locations. Patch Cables should be of appropriate length for cabinet, rack or shelf where applicable.
- 3.6 Installation and configuration of, data switches and Network management station.
- a) Vendor shall be required to install as directed by OIT ISS at all specified IDF's and MDF.
- 4.0 INSTALLATION PRACTICES
- 4.1 All wiring and terminations shall be installed according to the best industry practices and manufacturer's specifications. Cable not in conduit shall meet fire codes and all cable shall be neatly run and have proper mechanical protection. Cables shall be supported by bridle rings and ties to permanent supports. In any new installations fiber optic cable shall be continuous, without splices.
- 4.2 It is agreed and understood that the installation work may require mechanical work such as removal of ceiling tiles, drilling holes in walls and floors and similar changes to an existing building. Contractors shall restore such disturbed areas to original condition. Note that some buildings may have interlocking tile ceilings as well as drop-in type ceiling tiles. Tiles damaged by the contractor shall be replaced by the contractor at no cost to M-DCPS.
- 4.3 All wiring shall be concealed to the maximum extent practical. When retrofitting existing systems, existing conduits, floor ducts and power poles shall be used where possible. This will require the removal of existing wiring and replacement with new wiring.
- 4.4 At retrofit locations, the existing systems shall be maintained in operation to the maximum extent possible while the new systems are being installed. It is understood that there may be reductions in service and that various locations may be out of service while they are being replaced. It will be necessary to cooperate with the building personnel to reduce interruptions to a minimum.
- 4.5 Prior to performing any work the contractor and M-DCPS's representative shall determine if a hazard exists. If, during the work, asbestos is suspected or discovered the contractor shall immediately notify the ISS Project Manager who will contact M-DCPS's safety office and designated M-DCPS personnel. The Asbestos Abatement office will determine if a hazard exists. If there is a hazard all work will stop at that location until the hazard is abated by M-DCPS.
- 4.6 No PVC conduit shall be used above ground but may be installed underground. If PVC is installed underground it shall be no smaller than 1" diameter and shall be no less than schedule 40 type. Metal conduit shall be used at the end of underground PVC where the run leaves the earth and enters a building if it enters through an outside wall and is exposed.
- 4.7 Overhead Conduit shall be mounted ten feet above the floor or as high as practical if the ten feet height is not possible.

The School Board of Miami-Dade County, Florida
Bid # 020-JJ04
Wiring, Telecommunication (Furnish and Install, Voice and Data)
SPECIFICATIONS

The types of conduit, wire and the locations where each type may be used shall be governed by Miami-Dade County Public Schools Master Specifications, Divisions 13 and 16. These documents can be found at <http://facilities.dadeschools.net/default.aspx?id=masterspecs>