



The School Board of Miami-Dade County, Florida  
 SCHOOL BOARD ADMINISTRATION BUILDING  
 Bureau of Procurement and Materials Management  
 1450 N.E. 2<sup>nd</sup> Avenue, Room 352  
 Miami, Fl. 33132

Direct All Inquiries To  
 Procurement Management Services  
 Buyer: Vanessa Gomez

PHONE: (305) 995-1379  
 TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

Date: April 23, 2007

Addendum No. 1

BID/RFP No.: 062-GG11  
 BID/RFP TITLE: Security Systems – Furnish and Install

This addendum modifies the conditions of the above referenced BID/RFP as follows:

- The title of this bid has been changed from Surveillance Camera Systems, Closed Circuit Television Systems (Furnish and Install) to Security Systems – Furnish and Install. All terms and conditions remain unchanged.

The attached pages containing clarifications, additional information and requirements constitutes an integral part of the referenced bid.

- 1 If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. **BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.**

I acknowledge receipt of Addendum Number

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: \_\_\_\_\_

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

CITY, STATE ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL I.D. \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (Manual): \_\_\_\_\_  
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): \_\_\_\_\_ TITLE: \_\_\_\_\_  
 OF AUTHORIZED REPRESENTATIVE



## 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 Bids may not be withdrawn for \_\_\_\_\_ days after opening.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. A. BIDDER CERTIFICATION AND IDENTIFICATION

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.

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 and its members, officers and employees.

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

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII., and VI.

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.** \_\_\_\_\_ **E-mail address** \_\_\_\_\_

**By: Signature (Original)**

*Of Authorized Representative* \_\_\_\_\_ **Date** \_\_\_\_\_

**Name (Typed or Printed)**

*Of Authorized Representative* \_\_\_\_\_ **Date** \_\_\_\_\_

# 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 of the bid.

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

**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.** 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. BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

**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 sent to all businesses solicited, via facsimile or mail, and bids or proposals 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](http://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. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. 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.** All notice of 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., by filing a formal written protest within 10 days after filing the notice of protest. 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.

**B. NOTIFICATION OF INTENDED ACTION** will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

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

**D. PURCHASE ORDERS.** 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 Instructions to Bidders, Section VI. E.

**E. 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.

F. 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. TYPE.** 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. CONTAINER IDENTIFICATION.** 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 directed payment to the bidder.

## 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 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

**Additionally, Bidder 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 sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.**

**Bidder 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. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement (bid), agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.**

Bidder 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. Bidder 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. Bidder 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 Bidder 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 a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.***

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

## XIX. COMPLIANCE WITH SCHOOL CODE

Bidder 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 Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement (bid) and may result in the termination of this Agreement (bid) 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. 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33132

BID NO.: \_\_\_\_\_  
BID TITLE: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_

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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**  
**SWORN STATEMENT - NEW CONTRACTS**

ATTACHMENT \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 1012.465,  
FLORIDA STATUTES AS AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by \_\_\_\_\_

\_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_

(Print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, \_\_\_\_\_, am duly authorized to make this

(Print individual's name and title)

sworn statement on behalf of \_\_\_\_\_.

(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

\_\_\_\_\_  
Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **“contractual personnel”** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines **“contractual personnel”** to include any vendor, individual, or entity under contract with the Board.
  
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel 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 sections 1012.32 and 435.04, Florida Statutes.
  
6. I understand that as a \_\_\_\_\_ (eg. a private bus  

Type of entity

service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
  
7. I understand that “level 2 screening requirements,” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
  
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
  
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
  
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public -State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

## 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# 062-GG11**

### 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. Jo-Tina Brown at 305-995-7133.

BID 062-GG11	BUYER Vanessa Y. Gomez	PAGE SC 1
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**Security Systems – Furnish and Install**

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a list of pre-approved vendors, for complete turnkey installation, including all labor, supervision, equipment, materials, testing and training of a complete Surveillance Camera System, Closed Circuit Television in accordance with the attached specifications and Scope of Work. The term of the bid shall be for one (1) year from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee(s), be extended for four (4) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the Board has acted upon the recommendation. The successful vendor(s) agrees to this condition by signing its bid.

2. **AWARD:** The School Board of Miami-Dade County may award the contract to all responsive responsible bidders meeting specifications.

As the need arises, the awarded vendors will be requested to submit quotations for any single job exceeding the threshold for quotation 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.

Vendors shall, within six months of award of this bid, be pre-qualified by the School Board of Miami-Dade County, Florida, at a minimum as **Low Voltage Contractor or Alarm Contractor I**, in accordance with School Board Rule 6Gx-13-7D-1.05 and Florida statutes. Failure to obtain pre-qualification status shall preclude the vendor from receiving any work under this contract until such status is obtained. Vendors shall maintain pre-qualified status throughout the remaining term of this contract, and any extensions thereof. Applications and instructions are available at the following address: <http://facil.dade.k12.fl.us/prequal/>

Proposals will be solicited on the anniversary of each extension period, in order to expand the pool of eligible providers for complete turnkey installation, including all labor, supervision, equipment, materials, testing and training of a complete Surveillance Camera System, Closed Circuit Television Systems. Subject to approval, these additional proposals will be evaluated and approved in accordance with the terms of bid proposal and specifications and added to the pool as they become available.

3. **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.

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

5. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.

BID 062-GG11	BUYER Vanessa Y. Gomez	PAGE SC 2
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**Security Systems – Furnish and Install**

**SPECIAL CONDITIONS CONTINUED**

6. **PRE-BID CONFERENCE:** A pre-bid conference will be held April 20, 2007 at 12:30 pm in Maintenance Operations Training Room, 12525 NW 28 Avenue, Miami, Florida. Pre-Bid Conference attendance by the bidder or his qualified representative is recommended for bid acceptance.
  
7. **ESTIMATED QUANTITIES:** No guarantee is expressed or implied as to the amount of projects that will be awarded during the contract period. The School Board of Miami-Dade County, Florida is not obligated to utilize these services, subsequent to the award of this bid.
  
8. **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
  
9. **WARRANTY:** The warranty for equipment, installation and service is defined in 3.2 Warranty, of the attached Specifications.
  
10. **SITE INSPECTION:** Prospective bidders are encouraged to make site inspections of some typical M-DCPS schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures to minimize disruption at schools and other locations. Bidders must contact Maintenance Operations, The Office of Special Projects, at (305) 995-7891, Luis Garcia, to schedule site inspections. Scheduling of visits to the various locations will be coordinated to insure access and to review specifications regarding normal workload, average job size, problems, safety considerations, or other conditions that are unique to the Miami-Dade County Public School System. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after the bid has been awarded.
  
11. **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>.
  
12. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.



BID 062-GG11	BUYER Vanessa Y. Gomez	PAGE SC 3
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**Security Systems – Furnish and Install**

**SPECIAL CONDITIONS CONTINUED**

13. **BID SUBMITTALS:** Bidders are requested to submit **one original and four (4) copies** of their bid. Bidders are required to submit, with their bid package, or within five (5) days of request, all information requested in the attached specifications. Failure to submit the following documentation may result in the bid not to be considered for award.

They include:

- Proof of a minimum of five (5) years experience in installing Surveillance Camera Systems, Closed Circuit Television is defined in 2.0, VENDOR QUALIFICATION AND REQUIREMENTS, of the attached Specifications.
- Three (3) letters of reference.
- Proof of Low Voltage Contractor License or Alarm I Contractor.
- Proof of work history, with dates, clients, and contact information.
- Occupational License as defined in Special Condition 11.
- List of employees classified as Installer, Technician, Engineer, Cable Splicer, and Electrician.

14. **NON-EXCLUSIVITY:** MDCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, awarding of other contracts, use of other government agency contracts, or to perform the work with its own employees. MDCPS reserves the right to bid or quote separately any item(s) if the awarded vendor(s) fail to perform or for any other reason deemed to be in the best interest of The School Board.

15. **NEW EQUIPMENT:** This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used; shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.

16. **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.

17. **INVOICING:** Invoices are requested to contain the purchase order number, contract number, quantity, unit description, quote number (if applicable) and price. Any deviation from this requirement may be grounds for termination of the contract. Vendor may be requested to provide electronic submission of invoices in a format to be determined by the District.

18. **BID ADDENDUMS OR QUESTIONS AND ANSWERS:** All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: <http://procurement.dadeschools.net> (then click on) **Current Bids/RFP's Under the Cone of Silence.**

MIAMI-DADE COUNTY PUBLIC SCHOOLS *REVISED*  
BID PROPOSAL FORM (FORMAT A) TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 062-GG11	BUYER Vanessa Y. Gomez	PAGE SC 4
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**Security Systems – Furnish and Install**

**SPECIAL CONDITIONS CONTINUED**

19. **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:

Vanessa Y. Gomez, Buyer  
Procurement Management Services  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>ND</sup> Avenue, Room 352  
Miami, Florida 33132  
Fax #305-523-2331  
E-Mail: [vygomez@dadeschools.net](mailto:vygomez@dadeschools.net)

Ileana Martinez, School Board Clerk  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>ND</sup> Avenue, Room 268B  
Miami, Florida 33132  
Fax #305-995-1448  
E-Mail: [martinez@dadeschools.net](mailto:martinez@dadeschools.net)

**DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS ONE WEEK PRIOR TO DUE DATE TO ALLOW MDCPS SUFFICIENT TIME TO ADDRESS ALL INQUIRIES**

20. **BACKGROUND SCREENING REQUIREMENTS:** In accordance with the Instructions to Bidders, Section XVIII. – Background Screening Requirements, bidders are to complete the Sworn Statement – New Contracts. A copy of The Sworn Statement – New Contract forms is attached and is requested to be submitted with the bid.
21. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or 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).

**REVISED**  
The School Board of Miami-Dade County, Florida  
**Bid No. 062-GG11**  
**Security Systems – Furnish and Install**  
**Specifications**

1.0 **GENERAL**

- 1.1 This bid is intended to establish a contract with Surveillance Camera Systems, Closed Circuit Television (SCS-CCTV) vendors to furnish equipment, materials and labor to install turnkey surveillance camera systems in schools and other buildings for Miami-Dade County Public Schools (M-DCPS). The SCS-CCTV projects will include installation of various sizes of individual conductors, unshielded-twisted-pair (UTP) cables, fiber optic cables, various types of surveillance cameras, and related components. Installation may be indoor or outdoor, underground or aboveground wireless and may or may not be in conduit.
- 1.2 All communications, including but not limited to specification of the scope of work, instructions, permissions, proposals, quotes, warranties and any clarifications thereof, between M-DCPS and the vendor(s) shall be in writing.
- 1.3 Additional Services- Maintenance service on existing systems and other low-voltage “security systems,” such as Burglar Alarm, P.A., and Access Control may be quoted as the needs arises.

2.0 **VENDOR QUALIFICATION AND REQUIREMENTS**

- 2.01 The vendors shall have in operation a business adequate for and devoted to the installation of SCS-CCTV equipment, wiring/cabling and associated hardware and software. The intent of this section is to ensure single source responsibility for all equipment, material, and labor proposed by the vendors.
- 2.02 Vendors shall have an established business with a minimum of five years experience in installing SCS-CCTV using the appropriate wires/cables and SCS-CCTV equipment components. Vendors shall provide proof of their experience in their bid by submitting a work history showing current projects and projects completed within the past five years, with dates, clients’ names, addresses and phone numbers, number of cameras, multiplexers, video transmission systems and manufacturers utilized. Work history shall include at least five projects over seventy-five thousand dollars (\$75,000.00). Bids, which do not include such proof, may be considered non-responsive.
- 2.03 Three (3) letters of reference from contract customers where work similar in scope has been performed. The letters are not to be older than a year. MDCPS shall not be used as a reference.
- 2.04 Vendors shall have **at the time of the bid and throughout the term of the contract**, a Certificate of Competency and a full time employee licensed by the State of Florida as a Low Voltage Contractor or as an Alarm Contractor I.
- 2.05 Technicians provided by the vendor shall be qualified personnel. Technicians' certification, qualifications and training shall be for the type of systems being serviced. The vendor's technicians shall be full-time employees or approved subcontractor.
- 2.06 Vendor shall maintain offices, facilities, and personnel within the State of Florida. Vendor shall be accessible by a local (toll free in Miami-Dade County) telephone call during regular business hours.
- 2.07 Vendor shall possess, or have immediate access to, all necessary tools, repair parts, materials, ladders/scaffolding and test equipment needed to perform the services required.
- 2.08 Throughout the duration of this contract and warranty period, the vendor shall possess, or have immediate access to all information, updates, fixes, parts for repairs, and necessary trained personnel for all equipment installed.
- 2.09 **It is the responsibility of the vendors to comply with all codes and regulations having jurisdiction for work to be performed under this contract including but not limited to the Florida Building Code, National Electric Code, M-DCPS Master Specifications and the Federal Communications Commission.**

**REVISED**  
The School Board of Miami-Dade County, Florida  
**Bid No. 062-GG11**  
**Security Systems – Furnish and Install**  
**Specifications**

2.10 M-DCPS may at its option, visit the operational facilities of the vendors for evaluating the capabilities of the vendors. The vendors shall at the request of M-DCPS, supply the location where a typical installation of the proposed SCS-CCTV is available for evaluation. It is preferred that the location be in Miami-Dade or Broward counties.

2.11 If the need arises, vendors shall be pre-qualified by the School Board of Miami-Dade County, Florida, at a [minimum as Low Voltage Contractor or Alarm Contractor I](#), in accordance with School Board Rule 6Gx-13-7D-1.05 and Florida statutes. Failure to obtain pre-qualification status may preclude the vendor from receiving any further work under this contract until such status is obtained.

2.1 **DETERMINATION OF APPROVED VENDORS**

2.11 M-DCPS reserves the right to award to approved vendors, on a rotating basis, any individual project with a cost below the threshold 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.

2.12 It is the intent of The School Board of Miami-Dade County to select approved vendors to participate in this bid. M-DCPS may select all qualified vendors. Each vendor shall have the opportunity to quote on pending work, on a project by project basis, pursuant to Section 2.4 and the awards will be based on the total low quoted price, meeting specifications per site. The School Board of Miami-Dade County estimates the value of this one-year contract at approximately ten (10) million dollars.

2.2 **EXAMINATION OF SPECIFICATIONS:**

Each vendor is required to examine carefully the specifications and to be informed regarding all conditions and requirements that may affect the work to be performed.

2.21 Scheduling of visits to the various schools and facilities shall be coordinated with the site administrator and/or designee in order to ensure adequate access for the visitors and to minimize disruptions at the schools. The SCS-CCTV vendors must contact the MO/OSP Project Manager or authorized representative ONLY, and NOT the site administrators, regarding questions or concerns related to that facility.

2.3 **BID SUBMISSION:**

2.31 A copy of the bid and all supporting documentation is requested to be submitted with the bid.

2.32 Site plans for projects in schools and non-school site facilities will be made available for viewing by the MO/OSP Project Manager or authorized representative. Prospective vendors are encouraged to inspect typical school sites to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. M-DCPS' MO/OSP Project Manager or authorized representative shall be available to answer questions regarding normal workload, average job size and special conditions.

2.33 Vendors shall clearly list in their quotation any labor, equipment and material they require to be furnished by the Board. If additional items are required after award of the bid, the vendor at no additional cost shall provide them to the Board. No allowances shall be made because of lack of knowledge of these conditions unless they are the result of additions or changes requested by the Board's representatives.

2.34 Failure or omission of the vendor to receive or examine any instructions or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Failure to address site conditions, safety

**REVISED**  
The School Board of Miami-Dade County, Florida  
**Bid No. 062-GG11**  
**Security Systems – Furnish and Install**  
**Specifications**

considerations or other conditions unique to this school system shall not entitle the awarded vendor to additional compensation after notice to proceed is issued.

**2.4 EXECUTION/ PROJECT SITE SCOPE MEETING**

- 2.41 When notified in writing via e-mail, facsimile or other documented method, approved vendors shall R.S.V.P to the MO-OSP Project Manager indicating their intent to attend. Vendors must R.S.V.P. within three (3) working days to the MO-OSP Project Manager by any of the above stated methods. Vendors that do not R.S.V.P. will not be allowed to participate in the project site scope meeting and will not be allowed to submit a quotation for that project.
- 2.42 Failure to respond to three 3 consecutive requests for quotation or to a total of 10 requests for quotation during the term of this bid may result in vendor default.
- 2.43 The vendors shall submit a detailed quotation to Procurement Management by the date indicated on the quotation package. If signed and sealed plans are required, the vendors are required, and shall submit within 15 working days, of the Project Site Scope Meeting, a detailed quotation to the Procurement Management. By submitting a quotation, the vendors are agreeing to accomplish the work defined at the Project Site Scope Meeting, and it is the vendors' responsibility, to include all necessary items prior to submission to the Procurement Management. The quotation shall contain, at a minimum, the firm, fixed price to complete the work, a list of materials, equipment, labor hours and subcontractors, if any. The quotation shall also contain the relative project schedule and estimated period for completion as mutually agreed upon during the Project Site Scope Meeting not to exceed 60 calendar days. If additional items are required after award of the bid, the vendor at no additional cost shall provide them to the Board. No allowances shall be made because of lack of knowledge of these conditions unless they are the result of additions or changes requested by the Board's representatives.
- 2.44 The vendor submitting the lowest quotation meeting specifications shall be awarded the project on a lump sum basis.
- 2.45 As a result of the vendor(s) being awarded the project to install a SCS-CCTV at an M-DCPS facility, the MO/OSP Project Manager shall issue a Notice-To-Proceed letter with 10 (Ten) calendar days notice, which shall state the date of commencement and the number of calendar days after commencement that the work will be completed. The time of completion for each installation and/or project shall be determined by this procedure and may be adjusted by mutual agreement of the vendor and the School Board of Miami-Dade County, Florida. The time of completion shall be of the essence.
- 2.46 The District, by requesting quotations, does not by implication commit itself to commencement or completion of any project.

**2.5 M-DCPS FURNISHED EQUIPMENT AND/OR MATERIALS**

M-DCPS reserves the right to supply its own materials and/or equipment or to purchase independently parts and equipment directly from manufacturers, or any other source, for any project. In those cases, the vendor may be required, as part of the defined scope of work, to provide transportation of any Owner furnished equipment and/or materials anywhere within Miami-Dade County. The vendor shall be responsible for the loss or damage of such property until duly received and inspected by the M-DCPS MO/OSP Project Manager or authorized representative at the work site. All furnished equipment and/or materials property not consumed in performance of the project shall remain the property of M-DCPS.

**2.6 PERMITS AND LICENSES**

- 2.61 This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendors shall not be responsible for obtaining this Permit. However, a specific building

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permit will be required for certain projects as defined by the Florida Building Code, for all projects estimated to cost \$200,000 or more, and any work categorized as remodeling. The vendors will be responsible for obtaining this permit from the Miami-Dade County Public School's Building Code Compliance Office.

- 2.62 The vendors shall be responsible for obtaining any other necessary licenses and shall comply with all federal, state, and local codes and ordinances without additional cost to M-DCPS.

**2.7 DESIGN/DRAWING REQUIREMENTS**

- 2.71 If it is determined by the M-DCPS MO/OSP Project Manager or authorized representative that signed and sealed drawings by a Florida Registered design professional are required for any work under this contract, such shall be considered incidental to the work, and shall be provided by the vendors. The requirement for these services shall be made a part of the scope of work identified in section 2.41 of these specifications, and the cost shall be included in the proposal identified in section 2.43.

- 2.72 Said services shall include, but not be limited to, the provision of all design and construction documents as specified, calculations, shop drawings, record drawings, and submittals. All design and construction documents, calculations, shop drawings, and record drawings shall be required to be signed and sealed by a design professional. The vendors, through a responsible design professional, shall also provide, if necessary, the executed forms, studies, and other documentation required by applicable codes and agencies having jurisdiction.

- 2.73 The vendors shall make any corrections required by the MO-OSP, M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies until approved. The vendors shall direct specific attention in writing or on resubmitted documents to revisions other than the corrections requested by the MO-OSP or M-DCPS authorized representative on previous submission(s).

- 2.74 All drawings and specifications produced by the design professional(s) shall become the property of the Board at the completion of the work. The vendors shall provide four (4) sets of prints and technical specifications; two of these sets must be signed and sealed.

- 2.75 The vendors shall submit the name, address and current Florida registration for all design professionals for each proposal that requires design services. The Board reserves the right to approve or disapprove the design professional. If disapproved, the vendor shall be required to provide an alternate.

- 2.76 For projects, which do not require signed and sealed documents, the vendors shall furnish shop drawings, record drawings, and any other documents and/or information as may be required in support of the work. The Board reserves the right to approve all drawings and submittals.

- 2.77 For projects which the Board provides design documents, the vendors shall review the plans and identify any discrepancies, inconsistencies, mistakes, etc. prior to preparation of signed and sealed drawings.

**2.8 COMPLETION OF WORK, TESTING OF EQUIPMENT AND FINAL ACCEPTANCE BY M-DPCS**

- 2.81 The SCS-CCTV vendors shall provide equipment riser diagrams and as-built drawings in CAD format and shall be inserted as a layer on the diskette containing the design drawings provided by M-DCPS, at the time of final inspection. The equipment riser diagrams and as-built CAD drawings are intended to provide final configuration information on each facility site project. The riser diagrams and as-built CAD drawings are intended to be records for existing and new systems and shall show the following:

- a) The location of all SCS-CCTV equipment, central control room, wiring termination closets, backboards, terminal blocks, power supply locations, and junction boxes
- b) Routing of CCTV cabling to the control room, to each wiring termination closet, backboard, and

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terminal block

- c) Location and the identifying number assigned to each camera
  - d) Detail of each cross-connect and punch down block identifying UTP/video/data/security pairs, with termination points
  - e) The SCS-CCTV vendors shall provide equipment riser diagrams and as-built drawings in CAD format at the time of final inspection. The equipment riser diagrams and as-built CAD drawings are intended to provide final configuration information on each facility site project. The riser diagrams and as-built CAD drawings are intended to be records for existing and new systems and shall show the following:
- 2.82 Terms and conditions of the bid shall apply for all individual projects assigned by The Miami-Dade County School Board.
- 2.83 The date of acceptance for any SCS-CCTV project is defined as the date when a SCS-CCTV project passes the final inspection conducted by an M-DCPS Trades Masters Inspector and the vendors shall deliver as-built and riser diagrams in CAD format to the MO/OSP Project Manager. The vendors shall provide a copy these diagrams in a CD/DVD. Representatives of MO/OSP and the vendors shall mutually agree to schedule this inspection. This shall be done on a per location basis. A successful acceptance and testing of the SCS-CCTV shall be understood to be as follows:
- a) Camera and Peripheral Operation
    - I. quality image (resolution, true color display, degree of illumination)
    - II. field of vision (view of targeted surveillance area)
    - III. focus (clear and recognizable images)
    - IV. directional control (shall perform all operational features that are provided by the manufacturer)
    - V. programming (PTZ and Zoom cameras working desired tours and schedules)
    - VI. camera housings, brackets and mounts installed in accordance with manufacturer, SCS-CCTV and Master Specification installation requirements
  - b) Recording devices, Multiplexers, and peripheral devices shall perform all operational features that are provided by the manufacturer.
  - c) Power supplies/UPSs/Data transmission shall meet and demonstrate they meet or exceed system/equipment/material load and/or transmission rate requirements
  - d) Cabling installation shall meet FCC, NEC, M-DCPS Master Specifications and SCS-CCTV installation requirements
  - e) Systems support software must meet and demonstrate all features of operation provided by the manufacturer
  - f) All installed cables shall be tested to demonstrate cable integrity.
- 2.84 Automatic testing that gives results in terms of pass or fail criteria is acceptable if the criteria is clearly stated and conforms to FCC, NEC, M-DCPS Master Specifications and SCS-CCTV installation requirements.
- 2.85 It is recognized that until the various items of equipment that utilize the SCS-CCTV installed is in operation,

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various errors and/or problems will not be known. The vendors shall cooperate fully with the equipment manufacturer to repair any problems that are found during or after the various systems are activated.

2.86 Should the vendor fail to complete the work or obtain acceptance within the time agreed to, and provided the vendor has not previously obtained an extension from the Board, 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 vendor consents and agrees that it is not necessary for the Board to prove monetary loss.

**2.9 SUBCONTRACTING:**

2.91 Subcontracting is permitted under this contract. The vendors shall submit a list of subcontractors with each individual site proposal. M-DCPS reserves the right to reject any subcontractor. Rejection of subcontractor shall not entitle vendor to adjustment of quote. The vendors shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor.

2.92 The vendors shall manage the installation program; provide transportation, storage of equipment, material, and testing and installation of all SCS-CCTV equipment. The entire SCS-CCTV shall be on a turnkey basis. Various locations are not able to guarantee a secure storage area for the vendors' material, tools, and supplies. Therefore, the vendors shall be responsible for on-site security of his/her equipment, materials, tools, and supplies until final acceptance.

2.93 The vendors may not assign their rights under this contract without prior written approval of the Board. However, no assignment of any contract rights shall relieve the vendors of any of their obligation under this contract, including, but not limited to their obligation to meet the Bid specifications for labor, equipment, material, warranty repairs and service. The vendors may not assign or transfer their performance obligations under this contract to any other entity.

2.94 In the event that the obligations and assets of the vendor are merged or assumed by some other legal entity, the vendor agrees to provide written notice to the Board or its designee, and The School Board of Miami-Dade County shall at its sole option 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 The School Board of Miami-Dade County.

2.95 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractors and M-DCPS.

2.96 The vendor 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.

**3.0 EMPLOYEES OF THE VENDOR AND SUB-CONTRACTOR**

3.01 All employees of the vendor and sub-contractor shall be considered to be at all times the sole employees of the vendor or sub-contractor under the vendor's sole direction and not an employee or agent of The School Board of Miami-Dade County. The vendor and sub-contractor shall supply competent and physically capable employees, and The School Board of Miami-Dade County may require the vendor to remove an employee it deems careless, incompetent, or insubordinate and whose continued employment on The Miami-Dade County School Board's property is not in the best interest of The School Board of Miami-Dade County. Each employee shall have and wear proper photo identification on the job. The photo shall be visible.

3.02 The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this



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provision may result in removal of the individual(s) from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS.

- 3.03 Vendors are requested to provide in their bid a list of the craft persons who may be employed on their contract. The list should provide names, dates of certification and copies of certificates.
- 3.04 The vendor is requested to provide at the time of the bid, a statement giving the following information regarding the vendor's support activities:
- a) the number of support persons on duty during the normal workweek and on weekends
  - b) the extent of the technical training and years of experience of personnel
  - c) the location of the vendor's local facility

**3.1 PRICES AND PAYMENTS**

- 3.11 All prices shall be F.O.B. destination, delivered, and installed at the site intended in Miami-Dade County, Florida, per specifications, and shall include a two (2) year warranty on servicing of equipment. The two (2) years warranty shall begin on date of acceptance.
- 3.12 The invoice shall contain at a minimum the following information:
- 1. M-DCPS purchase order number
  - 2. Description and serial number of equipment purchased
  - 3. Scope of work performed
  - 4. Start and completion dates and time of work performed
  - 5. Work location where services were provided
  - 6. Final release of lien and/or consent surety form any subcontractor or supplier of applicable.
  - 7. Final release of claim
  - 8. Written warranties
  - 9. Operation manuals for all equipment

Invoices, required documents and manuals shall be mailed or delivered to the M-DCPS MO-OSP project manager. Acceptance of final payment shall constitute a waiver of all claims by the vendor except those previously made in writing and unresolved at time of final invoicing. Failure to provide the above documentation may result in delay of payment to vendor.

- 3.13 The School Board of Miami-Dade County allows payment only for goods and services received; therefore, no advance payment can be made. The district shall not pay for waste or surplus materials.
- 3.14 The following shall be the payment terms on a per location basis: Due to the short duration of each project, a one-time lump sum payment will be made at the completion and acceptance of the project by the MO/OSP Project Manager or authorized representative.
- 3.15 In the event M-DCPS delays a project that has begun, a partial payment may be made on all equipment and material delivered to the intended site, not to exceed 50% of the total quoted price for that location. The material received on site must be verified and accepted by the MO/OSP Project Manager. The vendor assumes all responsibility for all equipment and material delivered to the intended site.
- 3.16 The remaining balance will be paid upon completion, inspection and final acceptance by the MO/OSP Project Manager.

**3.2 WARRANTY**

- 3.21 All SCS-CCTV equipment and materials purchased or provided shall be guaranteed by the vendor against any defects for a minimum period of two (2) years. Manufacturer's warranties in excess of two (2) years shall

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be provided to M-DCPS at no additional cost. In the event defects become evident within the two-year warranty period after date of acceptance, the vendor shall furnish all replacement parts, equipment, materials and labor no cost other than those agreed upon in accordance with manufacturer warranties and extended warranty provisions as indicated in the equipment/materials/labor listing provided for bidding purposes to M-DCPS. Additionally, vendors shall include two- (2) year warranty on workmanship. Warranty shall begin at system acceptance.

- 3.22 This warranty shall be provided to the Board, in writing, at time of final invoicing.
- 3.23 Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall initiate remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice. Should the vendor fail to respond to the written notice within the time frame specified, MDCPS may affect warranty repairs by any means necessary, and the vendor may be held responsible for reimbursement of all associated costs.
- 3.24 Failure by the vendor to honor warranty obligations may result in the initiation of Debarment Proceedings pursuant to Board Rule 6Gx-13-3F-1.023.
- 3.25 Neither the final payment nor any provision in the contract documents shall relieve the vendor of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.
- 3.26 The warranty on operation shall be that the system meets the performance standards of the M-DCPS Master Specifications and Design Criteria (FCC, UL, NEC, guidelines, rules, and regulations).
- 3.27 During the warranty period for each facility, the vendor shall maintain the ability to adequately supply replacement or spare, materials/equipment and provide temporary equipment if system is down for more than 48 hours.
  - a) Not allowing any system failures to exceed 48 hour after initial notification from M-DCPS.
  - b) Prior authorization is required from an M-DCPS administrator for removal of property controlled equipment.
- 3.28 The following option shall be available to The Miami-Dade County School Board and shall be applied, in the event of failure on the part of the vendor to perform under the warranty agreement, as stated in this bid. This option shall be applied on a per location basis.
  - a) During the warranty period, each failure to respond and correct in a timely manner, not to exceed 10 business days, shall initiate a one-month extension of the cost-free warranty maintenance period. Extenuating circumstances that prevent the completion of warranty repairs in a timely manner must be documented to MDCPS staff. In the event six such response failures occur within one year, The Miami-Dade County School Board 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 three-year warranty periods.

**3.3 LIMITATION OF VENDOR'S LIABILITIES**

If the performance of any part of this contract by the vendor 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 vendor, the vendor shall be excused from such performance during the continuance of any such happening or event, for as long as such event shall

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continue to prevent, hinder or delay such performance, provided that in the event of a lockout, or other disturbance, the vendor shall provide the requirements of this contract using any personnel deemed necessary. This paragraph shall also apply to the installation and warranty requirements of this bid

**3.4 MATERIALS AND WORKMANSHIP**

All cameras, cabling, multiplexers, DVRs, video transmission systems, UPSs, power supplies, and related SCS-CCTV equipment and materials shall be guaranteed to be new, meet all requirements of this bid, and be in Original Equipment Manufacturer (OEM) operating condition at the time of delivery. No equipment or materials shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

**3.5 TERMINATION OF CONTRACT**

3.51 M-DCPS reserves the right to cancel this contract in its entirety, upon submitting 30 days written notice to the vendors.

3.52 Should the vendor fail or neglect to execute the work properly and diligently in substantial accord and compliance with the schedule or schedules agreed upon, or, if the vendor shall fail or refuse to perform any requirement or provision of the Contract specified to be performed by the vendor, the following may occur:

- a) The Board may immediately take over the work, or any portion thereof as may be in default or arrears, and correct the fault and make good the deficiency.
- b) The cost thereof may be deducted from the contract price and may be withheld from any amount then due or that may become due the vendor from the Board.
- c) The vendor may be held in default The Board may complete the work by any means the Board may deem necessary or expedient.

**3.6 EFFECT OF BOARD APPROVAL**

3.61 The vendor'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, the Board 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 vendor.

3.62 No failure or delay by the Board to insist on strict performance or observance by the vendor(s) 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 the Board; 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.

3.63 INDULGENCE: Indulgence by The School Board of Miami-Dade County of any nonconformance by the vendor does not constitute a waiver of any rights under this agreement.

**3.7 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.

**3.8 INSURANCE**

Prior to commencing work under this bid, the vendors shall obtain and maintain without interruption the insurance as outlined in Special Conditions. The vendors agree to furnish a fully completed certificate of

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insurance signed by an authorized representative of the insurer providing such insurance coverage.

**4.0 PATENTS AND ROYALTIES**

The vendors, 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 vendor 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.

**4.1 PROGRAM MANAGER**

4.11 The vendors shall designate an individual as Program Manager acceptable to M-DCPS to perform the vendor's program management function. The Program Manager shall provide a single point interface between M-DCPS and the vendor on all matters concerning the contract. He/She shall provide status/progress reports throughout the contract period as required by M-DCPS.

4.12 After award of contract, the vendor's Program Manager shall be available to M-DCPS' MO/OSP Project Manager upon being notified within 24 hours, and shall be available to the School Board on a schedule that shall be mutually agreed to by MO/OSP Project Manager and the vendor.

4.13 The School Board of Miami-Dade County MO/OSP Supervisor shall designate a Project Manager to manage and supervise the contract for The School Board of Miami-Dade County.

4.14 The Project Manager shall inspect all installation materials, equipment and workmanship and ensure contract compliance for final acceptance. The vendor's Program Manager shall interface with and cooperate with The School Board of Miami-Dade County Project Manager and the construction Project Manager.

**4.2 ADDITIONS OR CHANGES DURING INSTALLATION**

4.21 The Program Manager or vendor shall not accept requests or agree to perform services beyond the contract requirements from persons other than The School Board of Miami-Dade MO/OSP Project Manager. All requests for additions and/or changes shall be directed to and handled by The School Board of Miami-Dade County MO/OSP Project Manager.

4.22 The School Board of Miami-Dade County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions. Work that increases the purchase order sum or changes the Contract time shall be authorized by a change order.

4.23 The cost or credit to the School Board of Miami-Dade County, Florida resulting from a change in the work shall be determined by mutual acceptance.

**4.3 FAMILIARITY WITH LAWS**

The vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may affect the work in any way. Ignorance on the part of the vendor(s) shall in no way relieve the vendor from responsibility. Vendors are advised that The School Board of Miami-Dade County and the Florida Department of Education may have additional requirements beyond those contained in the locally accepted Building Codes.

**4.4 CONDUIT DESIGN**

4.41 The basic design for SCS-CCTV for new and existing school and non-school site buildings shall be as follows:

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- a) A central control room shall be identified by the MO/OSP Project Manager in conjunction with the site administrator
  - b) There may be satellite cable termination rooms and/or closets in each building as determined by the camera layout
  - c) The locations of the satellite cable terminal rooms and/or closets shall be such that the maximum lineal cable distance from a cable terminal room or closet to an associated camera is 300 feet
  - d) The SCS-CCTV equipment rack shall be located in the central control room
  - e) Supply and install camera infrastructure raceways as required. All raceway strapping shall be in accordance with National Electrical Code and M-DCPS Specs
  - f) Not all cabling installations require conduit
  - g) All cabling shall be supported as prescribed by M-DCP Master Specifications
  - h) Raceways will be determined by the camera layout. MO/OSP shall review for adequacy, the actual quantities and sizes of the conduit during the design phases of the project
  - i) There shall be a minimum of one conduit of a minimum of a 2" diameter from the control room to each satellite room and closet
  - j) Exposed raceway shall be painted to match existing structure, junction box covers shall be painted in gold color; underground raceway shall be painted to meet Master Specification requirements
- 4.42 Design for laying out conduit systems for the central control room and the various satellite cable termination rooms and closets shall be based on the following requirements:
- 4.43 Every satellite cable termination room may have:
- a) Voice jack and data jacks that shall be connected to a satellite room or closet using 4-pair category 5e cable. It is intended that five of the seven data jacks be used for 100 MB data. Fiber optic cable shall be used between the main equipment room and satellite rooms and closets for 100 MB data. Multi-pair copper cable shall be used between the main telephone room and satellite rooms and closets for the jack and one data jack.
  - b) There shall be no daisy chaining of outlet boxes except where approved by the MO/OSP Project Manager.
- 4.44 Wire termination at the various cable termination rooms and/or closets shall be as follows:
- a) All SCS-CCTV junction boxes/punch-down blocks must be labeled "SCS-CCTV" and shall be painted in gold coloring
  - b) All SCS-CCTV punch-down blocks located in the central control room shall be installed on a designated CCTV punch-down board
  - c) All SCS-CCTV cable punch-down blocks located within cable termination closets shall be enclosed inside junction boxes
  - d) Location of all punch-down blocks will be determined by the MO/OSP Project Manager
  - e) All SCS-CCTV power supplies shall be wired with flexible A/C outlet cords not to exceed twelve (12)

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inches in length. Exceptions to the twelve (12) inch cord length must be approved in writing by the MO/OSP Project Manager

- f) Fiber optic cable shall be terminated in a suitable interface unit that provides for fan-out of the strands and termination in ST-type connectors. The number of strands and arrangement of separation and fan-out shall be approved by MO/OSP.
  - g) All SCS-CCTV cable terminations shall be labeled and punched-down neatly into the following distinctly identifiable groups:
    - 1) Security
    - 2) Video
    - 3) Data
- 4.45 Installation and configuration of video transmission devices, hubs, switches and network management stations shall be installed as directed by the MO/OSP Project Manager
- 4.46 The types of conduit and the locations where each type may be used shall be governed by the Miami-Dade County Public Schools Master Specifications.

**4.5 INSTALLATION PRACTICES**

- a) All SCS-CCTV cabling and terminations shall be installed according to the best industry practices and manufacturer's specifications. Cable not in conduit shall be plenum rated and meet fire code requirements. All cable shall be neatly run and have proper mechanical protection. Cables shall be supported by bridle rings and/or J hooks. The MO/OSP Project Manager prior to installation must approve all other support methods and/or materials. Cables shall be tied to permanent supports.
- b) Normally in new construction, the conduit with pull-strings and backboards for SCS-CCTV and terminal cabinets for SCS-CCTV video data will be installed by the electrical subcontractor(s) to the general contractor. In existing facilities, this work may be performed by M-DCPS electricians or by authorized vendors. The SCS-CCTV vendor(s) shall carefully inspect the conduit work for adequacy and inform the MO/OSP Project Manager of any needed changes or missing conduit, terminal cabinets or backboards. In the event that conduit, terminal cabinets and backboards are required but have not been supplied, the SCS-CCTV vendor(s) may also be responsible for installing conduit and backboards along with the additional wiring, upon receiving prior written approval from the MO/OSP Project Manager.
- c) The vendors that will install the various SCS-CCTV components shall inspect the raceway infrastructure and report any required changes to the MO/OSP Project Manager. The SCS-CCTV vendor, the equipment vendor, and the MO/OSP Project Manager and construction Project Manager shall cooperate with each other to resolve any problem involving raceway infrastructure.
- d) 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. Vendors shall restore such disturbed areas to original condition conforming to M-DCPS Master Specifications. The vendor, at no cost to the Board, shall replace ceiling tiles damaged by the vendor.
- e) All SCS-CCTV cabling shall be concealed to the maximum extent practical. When retrofitting existing systems, existing conduits, floor ducts and poles shall be used where possible, when authorized to do so by the MO/OSP Project Manager. The vendor shall remove existing cabling and raceway as directed by the MO/OSP project manager during the project site scope meeting.
- f) At retrofit locations, the existing systems shall be maintained in operation to the maximum extent

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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.

- g) Prior to performing any work, the vendors and the Board's representative shall determine if any hazard exists. If, during the course of the work, any unforeseen hazards are encountered, the vendor is to immediately:
  - 1) Render the work area safe
  - 2) Cease all other work
  - 3) Contact the MO/OSP Project Manager
- h) No PVC conduit shall be used above ground but may be installed underground (see M-DCPS Master Specifications). If PVC is installed underground, it shall be no smaller than 1" diameter and shall be 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.
- i) Conduit shall be mounted ten feet above the floor or as high as practical if the ten feet height is not possible.
- j) The types of conduit and the locations where each type may be used shall be governed by Miami-Dade County Public Schools Master Specifications.
- k) Supply and install EMT throated connectors, raceway bushings or bonding bushing as required by M-DCPS installation specifications in each raceway terminations. All raceway bushings shall be in accordance with the National Electrical Code and M-DCPS Master Specifications.
- l) All trenching must be coordinated with the MO/OSP Project Manager and meet M-DCPS Master Specification requirements.
- m) Trenching will be twelve (12") inches wide and covered with compacted fill where required.
- n) Trenching will be at a minimum depth of eighteen (18) inches to the top of rigid conduit.
- o) Trenching will be at a minimum depth of twenty-four (24) inches to the top of PVC conduit.
- p) Wall and floor penetrations shall be sealed and ensure fireproofing meets M-DCPS Master Specifications.
- q) Hollow concrete poles shall be installed to have a minimum of twenty (20) feet from the finished grade to the top of the pole, and shall meet Florida Building Code wind resistance requirements, M-DCPS Master Specifications, National Electric Code requirements and manufacturer's installation specifications. A copy of wind load calculations and soil conditions must be furnished to M-DCPS for approval prior to commencement of project.
- r) All raceways shall be inspected prior to filling in the trench.

5.0 **DEFINITIONS**

- a) **SCS-CCVS Contract:** This contract is an agreement between the vendor and Miami-Dade County Public Schools (MDCPS) for the vendor to provide required equipment, materials and labor to install turnkey surveillance camera systems in schools and other buildings for Miami-Dade County Public Schools.
- b) **MDCPS/OWNER:** Miami-Dade County Public Schools. This term is used interchangeably with The

**REVISED**  
The School Board of Miami-Dade County, Florida  
**Bid No. 062-GG11**  
**Security Systems – Furnish and Install**  
**Specifications**

School Board of Miami-Dade County, Florida.

- c) **Facility:** All building structures at a single location which are designated as a school, an administrative or ancillary site.
- d) **MDCPS authorized representative:** The MDCPS authorized representative from the Office of Maintenance Operations and/or The Office of Special Projects or their designee.
- e) **Vendor:** Vendor shall be the contractor or company awarded this contract.
- f) **OEM:** Original Equipment Manufacturer
- g) **Full-time Employees:** Qualified personnel employed by the vendor and working for said vendor a minimum of thirty-five (35) hours per week.
- h) **School Board:** The Board of elected officials that is directly responsible to the public for the enforcement of all policies and procedures for Miami-Dade County Public Schools.
- i) **Contract Effective Date:** As determined by the Board Award.
- j) **Final Acceptance:** Shall mean Additional Services work that has been fully commissioned, inspected and approved by Maintenance Operations and/or The Office of Special Projects and as having been completed in accordance with the defined scope of work, design drawings and punch list, and shall include receipt of all required equipment, materials, training, manuals, diagrams/drawings, CD's, warranties, and, if required, releases of lien and claim.
- k) **Sub-contractor:** A Subcontractor is a person or entity other than a material supplier or laborer who enters into a subcontract with the vendor for the performance of any part of the vendor's work.
- l) **Site Administrator:** The senior administrator, or designee, at the facility where services are being provided.
- m) **Written Notice:** The delivery of a certified or registered letter, facsimile or E-Mail transmission (with confirmation notice). The delivery of the certified or registered letter to the last known business address shall constitute proper notice to the vendor. Unless otherwise specified, all communications, including but not limited to instructions, permissions, proposals, quotes, and any clarifications thereof, between MDCPS and the vendor shall be in writing.
- n) **Emergency Service:** Immediate response by the vendor to a situation or occurrence of a serious nature that develops due to system failure, power loss, acts of nature or any life threatening situation for building occupancy, or as declared by the MDCPS authorized representative.
- o) **Cabling** shall be considered to mean: data, low voltage Class II power and video transmission cabling, and shall 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.
- p) **Conduits:** Shall be construed to include all metal and plastic tubing, all cable trays and ducts in which SCS-CTV camera and/or low voltage Class II cabling may be installed. These items are also referred to as raceways.



REVISED - BID PROPOSAL FORM (FORMAT B)

Type or print the complete name of the bidder:
Bid # 062-GG11
Security Systems - Furnish and Install
Buyer: Vanessa Y. Gomez

PLEASE COMPLETE  
ALL AREAS

NAME OF BIDDER:
-----------------

The Bid Package should be submitted in bound volumes on standard 8-1/2" x 11" paper. All information is requested to be assembled and indexed in the order indicated below. Binding, covers and section dividers will be at the vendor's discretion. One original and four copies of the Bid should be submitted. Vendors must provide all documentation requested per Special Conditions and Specifications attached hereto. Failure to provide documentation with the bid may result in the bid not to be considered for award.

<i>REQUIRED DOCUMENTS:</i>	✓
Section 1: Bidders Qualification Form Signed	
Section 2: Proof of five (5) years experience	
Section 3: Three letters of reference	
Section 4: Proof of Low Voltage Contractor License or Alarm I Contractor	
Section 5: Proof of work history	
Section 6: Occupational License	
Section 7: Sworn Statement New Contracts JLA - Background Screening	
Section 8: List of Employees	

Please provide the following information:

Company Name: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Local/Toll-Free Phone Number: \_\_\_\_\_

Universal Resource Locator (URL): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_