	The School Board of Miami-Dade County, Florida **STORES AND MAIL DISTRIBUTION** **PROCUREMENT MANAGEMENT SERVICES** 7001 SW 4th Street, Miami, Florida 33144 305-995-4288 **Bidder Qualification Form**	**INVITATION TO BID (ITB)**

DUE DATE: Bids due on or before Thursday, July 23, 2020 at 1:00 p.m. Eastern Time (ET) at Stores and Mail Distribution: ****DUE TO SOCIAL DISTANCING GUIDELINES PLEASE REFER TO ATTACHMENTS 14 AND 15 FOR MORE INFORMATION**** Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received after the date and time stated above shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.	ITB NO.: ITB-19-053-DP	RELEASE DATE: June 5, 2020	PURCHASING AGENT: Delvin Padilla
	BID TITLE: Audiovisual Equipment, Supplies, and Installation Services		

SECTION 1 - BIDDER ACKNOWLEDGEMENT

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.	
Bidder's Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Box:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Sales Contact:
Sales E-Mail Address:	
E-mail Address to Send Purchase Orders:	
Federal Tax Identification Number:	
I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and I am authorized by Bidder to do so. Bidder agrees to complete an unconditional acceptance of the contents of all pages in this Invitation to Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid. *I agree that this bid cannot be withdrawn within **90** days from date due.*	***Signature of Authorized Representative*** ***Name of Authorized Representative (Typed or Printed)*** ***Name of Authorized Representative*** ***E-Mail Address of Authorized Representative***

SECTION 2 - SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the items indicated by the ☒ below are included with your bid.

☒ Bidder Acknowledgement	☒ Disclosure of Conflict of Interest Form	☒ Certificate of Debarment	☒ Bidder's Preference Statement
☐ Manufacturer's Authorization	☒ One Printed, Hard Copy of Bid (including Bid Proposal Form)	☒ Electronic Copy of Bid on Flash Drive (submit with printed, hard copy)	☒ Electronic Copy of Bid Proposal Form in Excel Format
☐ S/M/WBE Participation Forms (if applicable)	☐ Material Safety Data Sheets	☐ Descriptive Literature	☒ Other: See Attachment 12

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return the "Statement of No Bid" attached to this ITB.

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SECTION 4 - CALENDAR

ITB Release Date	Friday, June 5, 2020
Pre-Bid Conference*	Wednesday, June 24, 2020 at 10:00 a.m. EST
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 953 4378 7667 Password: 19053 Dial by your location +1 312 626 6799 US (Chicago) +1 646 876 9923 US (New York) +1 301 715 8592 US (Germantown) +1 346 248 7799 US (Houston) +1 408 638 0968 US (San Jose) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma)
Deadline for Questions	Wednesday, June 24, 2020 at 5:00 p.m. EST
Bid Due Date/Time	Thursday, July 23, 2020 at 1:00 p.m. EST
Public Opening of Bids	Thursday, July 23, 2020 at 1:00 p.m. EST (See instructions on Attachment 14 and 15)
Bid Opening Location	Miami-Dade County Public Schools Stores and Mail Distribution Procurement Management Services 7001 SW 4th Street Miami, Florida 33144
Projected Board Approval of Contract	September 2020

**Pre-Bid Conference attendance is not required. In compliance with Florida Statutes, Chapter 119, commonly known as the Florida Sunshine Law, this meeting will be recorded in its entirety.*

SECTION 5 - INSTRUCTIONS TO BIDDERS

Board policies may be accessed at: http://www.neola.com/miamidade-fl/

CONE OF SILENCE

The School Board of Miami-Dade County, Florida ("Board") enacts a *Cone of Silence* from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

A. "Cone of silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, invitation to bid, or other competitive solicitation between:

1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and
2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.

B. A cone of silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. For unsolicited public-private partnership proposals, the cone of silence shall be imposed from the time the proposal is received in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals.

D. The cone of silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process

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** shall not be submitted with the bid. The form of performance security the Bidder will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.

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

C. BID PROPOSAL FORM: Defines requirement of items to be purchased, and must be completed and submitted. The Bidder should indicate his/her name in the appropriate space on each page.

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

2. **PRICES** are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (Bidder pays and freight charges. Bidder own 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 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 Bidder who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

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

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

1. Use of pencil is prohibited.
2. All changes must be crossed out and initialed in ink.

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

C. PLACE, DATE AND HOUR: U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 650, 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, as currently enacted or as amended from time to time, states that 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 [currently $25,000] 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 statement of "No Bid". Failure to respond, either by submitting a bid or the statement of "No Bid" 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 may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

G. TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY: Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

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 Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

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

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any bids or proposals received for the canceled solicitation shall be returned to the Bidder 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 650, 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."

V. PROTESTS

A Bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by F.S. 120.57(3) and Bylaw 0133, for resolution.

Protest of Specifications

Any notice of protest of the specifications contained in an Invitation to Bid (ITB) or Request for Proposal (RFP) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133.

For a protest of the specifications contained in an Invitation to Bid (ITB) or in a Request for Proposals (RFP) or Invitation to Negotiate (ITN), the Notice of Protest shall be filed in writing within seventy-two (72) hours after the posting of a solicitation. The Formal Written Protest shall be filed within ten (10) calendar days after the date the notice of protest is filed. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under this rule. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

Posting the Bond

The protesting party shall post a bond in a form consistent with F.A.C. Rule 28-110.005(2). A notice of decision or intended decision shall contain this statement: "Failure to file a protest within the time prescribed in F.S. 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under F.S. Chapter 120."

A. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance) – Pursuant to F.S. 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Board, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to The School Board of Miami-Dade County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the dollar value of the proposed contract.

1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.

2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

B. Bond: Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or $5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs

and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

C. **Bond**: Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.

D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the bid tabulation or after receipt of the notice of the Board's decision or intended decision and shall file a Formal Written Protest within ten (10) calendar days after filing the Notice of Protest. The protesting Bidder shall also be required to post a bond, consistent with this rule. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under F.S. Chapter 120.57. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

The Formal Written Protest 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 matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

VI. AWARDS

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

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

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

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

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

E. **PURCHASE ORDERS** sent to Awarded 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 Awarded 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 Agreement and subject to the default provisions stated in Section VI. F.

F. **DEFAULT:** A Bidder who fails to perform according to the terms of the Agreement (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, the contractor Disciplinary Review Committee may recommend disbarment or suspension pursuant to Board Policy 6320.04.

G. **BID DOCUMENTS:** 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.

H. **DEBARMENT:** Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

I. **IDENTICAL PRICES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to the vendor that has preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

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 and shall be made to The School Board of Miami-Dade County, Florida, 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:

Contract Amount	Minimum Rating by A.M. Best
$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 Awarded Bidder of his/her cash security, or notification to the Awarded Bidder 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 TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to Board. Bidder must pay for the testing/evaluation of these samples.

When bid samples are required, the Board 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 manufacturer's product name and number. When 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. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the Board Materials Testing and Evaluation Department *(http://materials.dadeschools.net)* are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the Bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

C. The Materials Testing and Evaluation Department is located at:

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

Board will not be responsible for samples sent to a location other than the location mentioned in the bid.

D. 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 Board 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.

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 Awarded 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. No perishable samples submitted for testing and evaluation will be returned.

G. TESTING AND EVALUATION RESULTS: The Materials Testing and Evaluation Department will report to the Board the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

IX. SUBSTITUTIONS

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

X. PACKAGING

A. If packaging is different from that specified, the Bidder must note the manner and amounts in which packaging is to be made; otherwise the Awarded Bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to ensure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:
1. Bid Number and/or Purchase Order Number
2. Bidder'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 Awarded 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

Board supports recycling and recommends the use of recycled products where possible upon notification by the Board. Bidders 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

Board 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 Bidder, at no cost to the Board.

C. **INVOICES:** Each invoice shall be issued by the Awarded Bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. Invoice delivery may also be via a PDF or WORD document email to: mdcpsvendorsstatements@dadeschools.net. 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 Board, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the Awarded Bidder, unless otherwise requested, in writing, by the Awarded Bidder and accepted by Board Administration. The Bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All Agreements involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Bidder certifies by signing the bid that the Bidder 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.

B. By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

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

D. 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 Bidder.

E. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each Bidder and each person signing on behalf of any Bidder certifies as to its own entity, under penalty of perjury, that the named Bidder has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.

2. The Bidder shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Bidder's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

XVII. COMPLIANCE WITH LAWS

Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475 as amended from time to time Bidder agrees that, if Bidder receives remuneration for services, Bidder and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to the School Board of Miami-Dade County.

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 the above-referenced statues, and School Board Policies.

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

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor 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 Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or

conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 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 were 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 qualifying arrest or conviction, shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

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 and may result in the termination of this Agreement by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this Agreement shall be made available to Charter Schools approved by the Board. Board 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 Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of Board to make available for public inspection 119 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 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.

Bidder understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Bidder shall keep and maintain public records required by the School Board to perform the service. The Bidder shall keep records to show its compliance with program requirements. Bidders and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Bidder which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency. The Bidder shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Bidder or keep and maintain public records required by the School Board to perform the service. If the Bidder transfers all public records to the School Board upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXIII. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned without the prior written agreement of Board. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV. DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

XXV. LOBBYISTS

A. "Lobbyist" means a person, firm or corporation who is employed and receives payment from, or who contracts for economic consideration with, any principal, person or organization for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. For purposes of this rule, the term "Lobbyist" specifically includes the principal as well as any agent, officer, or employee of a principal regardless of whether they are employees of the principal whose normal scope of employment does not include lobbying activities.

B. One who is not an employee of a principal is a "lobbyist" if s/he is retained as an independent contractor or otherwise for payment or economic consideration by a person or governmental entity to lobby an agency on behalf of that person or governmental entity.

If a corporation, partnership, firm, or other business organization is retained for payment or economic consideration to lobby on behalf of another person or governmental entity, only the members, partners, associates, or employees of the entity who personally lobby on behalf of that person or governmental entity are "lobbyists."

C. The terms "payment" or "economic consideration" do not include receiving only reimbursement for actual travel, lodging, and meal expenses.

D. "Lobbying" means any oral or written communication, direct or indirect, with the Board, members of the Board, Board Committees, Board administrative assistants, Board Attorneys, or members of the District administrative staff, including site administrators and instructional staff for the purpose of doing business with the School District, the Board and/or schools, influencing any official action, non-action, or decision or attempting to obtain the good will of a Board member or employee of the School District.

XXVI. LOCAL-AND STATE VENDOR PREFERENCE

A. The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 dollars or the current formal bidding threshold set by statute.

B. Bidders claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

XXVII. DISCLOSURE OF CONFLICT OF INTEREST (AFFILIATION DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

The School Board of Miami-Dade County, Florida approved item H-13 at the July 2013 School Board meeting. This item will ensure that current procurement processes establish a procedure aimed at requiring offices/director of contracted vendors to make full disclosure of their relationship with any Board committees, task force, or associations. The Bidder Qualification Form will now include the clause titled "Disclosure of Conflict of Interest.

Board policies may be accessed at: http://www.neola.com/miamidade-fl/

XXVIII. UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

XXIX. DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

XXX. PATENTS & ROYALTIES

The Awarded Bidder, without exception, shall indemnify and save harmless The School Board of Miami-Dade Country, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by The School Board of Miami-Dade patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Bidder shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by Bidder of any third-party trade secret in connection with any of the foregoing. Bidder will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Bidder uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Bidders awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

XXXI. OSHA

The Awarded Bidder warrants that the product supplied to The School Board of Miami-Dade County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

XXXII. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest workmanship.

XXXIII. FACILITIES

Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice", Board may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

XXXIV. ASBESTOS AND FORMALDEHYDE STATEMENT

All building materials, pressed boards, and furniture supplied to Board shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.

XXXV. EXTENSION

In addition to any extension options contained herein, Board is granted the right to extend any award resulting from this bid. The extension period shall not be in excess of 90 days from (a) the termination date of an Agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an Agreement entered into as a result of this bid. Such extension shall be upon the same price, terms and conditions as existing at the time of Board's exercise of this extension right.

XXXVI. OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

XXXVII. PURCHASE AGREEMENT

This bid, and the corresponding Purchase Orders, will constitute the complete agreement. Board will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any Board employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on Board.

XXXVIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION; Lower Tier Covered Transactions

Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in 85.200, Debarment or Suspension, 85.201, Treatment of Title IVHEA participation, and 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [Board] and a person other than a procurement contract for goods or service, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C.23049g) and 41 U.S.C.253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. (The Board) may rely upon the certification of a prospective participant in a tier covered transaction that it and its principals are not debarred, suspended, for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Board shall require participants in lower tier covered transactions, to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

XXXIX. SEVERABILITY

In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid; illegal, unlawful, unenforceable or void in any respect; the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision of this Bid shall be considered as if such invalid, unlawful, unenforceable or valid provision had herein.

XL. DISTRIBUTION

DemandStar by Onvia, www.demandstar.com. Is the official method approved by Procurement Management for the distribution of all competitive solicitations including ITBs, ITNs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

XLI. CONFIDENTIAL RECORDS

Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awarded Bidder agrees that it may create, receive from or on behalf of Board, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awarded Bidder represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the Board in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the Board, Awarded Bidder agrees to provide Board with a written summary of the procedures Awarded Bidder uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the Board to terminate any Agreement with Awarded Bidder.

All confidential records must remain within the continental United States.

XLII. PROPRIETARY INFORMATION

Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

XLIII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

XLIV. For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:

a) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

b) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.

c) Any substitution of a non-domestic product for a domestic product

(which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.

d) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

XLV. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235) "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XLVI. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Board for an award greater than 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

XLVII. LICENSES, CERTIFICATIONS AND REGISTRATIONS

Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Miami-Dade County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awarded Bidder who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Chief Procurement Officer of Procurement Management Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awarded Bidder of its responsibilities under this ITB.

XLVIII. EXPENDITURE

No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. Board is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of Board.

XLIX POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit http://www.engagemiamidade.net/#!community-internships/c7pc or email us at internships@dadeschools.net. As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

L COMPLIANCE WITH SCHOOL BOARD POLICIES

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Cone of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 620.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

SECTION 6 - SPECIAL CONDITIONS

6.1 GENERAL INFORMATION

The purpose of this Invitation to Bid is to establish a contract, at firm MSRP catalog discounts, for the purchase of audiovisual equipment, supplies, installation, and training services for the various schools and departments in Miami-Dade County Public Schools. **Note: This solicitation is not for closed-circuit television (CCTV) or video surveillance products.**

The term of the resulting agreement shall be for a period of three (3) years with two (2) successive options to renew of one (1) year each, by mutual agreement between the District and the awarded bidder(s). Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof.

6.2 METHOD OF AWARD

The Procurement staff assigned to this ITB will evaluate all responsive and responsible bids. A single Primary and Alternate vendor may be awarded by line item, based on highest MSRP discounts, submission of all required documentation, and compliance with the conditions stated herein. Only the Primary awarded vendor(s) will be approved to participate in Request for Quotations as required, unless the Primary vendor is in default or, due to an unusually high volume of District orders, is unable to provide the requested products, at which point the Alternate awardee(s) may be contacted. The recommendation for award will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final.

The agreement between the successful Bidder(s) and the Board will be non-exclusive. Procurement staff may apply scoring incentives for registered SBE/MBE/VBE Bidders, at the recommendation of the Goal Setting Committee, and/or Bidders claiming local preference, in accordance with School Board Policy 6320.05. The Goal Setting Committee did not assign an SBE/MBE preference for this contract.

6.3 BID SUBMISSION

The entire bid packet, including all originals and copies, must be submitted in a main sealed envelope or container (box). Bids must be submitted in the following format:

- One (1) unbound original proposal with all attachments and original signatures
- One (1) electronic version on CD or USB Drive in Microsoft Word, Excel, or PDF format

All bids must be submitted on 8 1/2” X 11” paper, neatly typed, with normal margins and spacing. Bids must be received by the deadline for receipt of bids specified in this ITB Timetable (Section 4). The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder’s name, address, telephone number, the bid number, bid title, and bid due date/time to:

Miami-Dade County Public Schools
Stores and Mail Distribution
Procurement Management Services
Attn: Delvin Padilla
7001 SW 4th Street
Miami, FL 33144

Hand-carried bids may be delivered to the above address ONLY between the hours of 6:30 a.m. and 2:00 p.m.; Mondays through Fridays. However, please note that bids are due at the Stores and Mail Distribution on the date and by the time indicated in Section 4. Additionally, M-DCPS is closed on holidays observed by the District. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Bid response submission to Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.

Bids must be signed by an authorized officer of the person who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a bid by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

6.4 INSURANCE REQUIREMENTS

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 $1,000,000 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 $1,000,000 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 coverages 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 the 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 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 of 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 (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 shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
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 Maria G. Hernandez at 305-995-7133.

6.5 NEW EQUIPMENT

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

6.6 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. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

6.7 PRODUCT APPROVAL & SAMPLES

Prior to award, vendors may be required to submit samples for testing and approval by Information Technology Services or Materials Testing and Evaluation. If requested, two units, as specified in the attached documentation, for each unit submitted for consideration, shall be delivered to ITS for testing within (10) ten days after request to the address listed in the Notice for Sample received by the vendor. Samples not received within the ten (10) days may be considered non-responsive, and bidder and/or item may not be recommended for award. Samples will be submitted at no charge to the District and will be made available for sixty (60) days.

6.8 ACQUISITION/POSTING AUTHORIZED PRODUCT

Awarded products may be posted on District websites and/or Shopping Carts, if offered. Awardees would be requested, upon notification, to:

Supply electronically, in a format to be determined by M-DCPS, information that may include:

- Thumbnail or full-size pictures in .jpg format, and descriptive text in a downloadable file.
- Development of a unique section on the vendor's website with an online catalog that shall maintain

all products that are being offered under this bid and which shall reflect the most up to date pricing, inclusive of discounts, to the District, from which requisitions may be created and upon approval generate purchase orders or P-Card transactions.

- A billing arrangement that may allow for electronic submission of invoices

The requested information would be used to populate the shopping cart, for items awarded, with enough information and descriptive detail to allow for easy use and item selection, for the District's end users. It is the intent of the District to utilize the Shopping Cart (or other E-Procurement systems) as the procurement method, and schools and offices may be required to utilize the items, as specified and posted at this site.

6.9 PRICES

Prices shall be submitted in the form of a firm percentage discount to be deducted from the current catalog with the manufacturer's suggested retail price and must include all delivery, freight, unloading and/or shipping and handling costs to the ordering location, unless otherwise noted on the bid. Only manufacturer-issued price lists will be accepted. Installation and labor prices should be firm and fixed. Even though catalog prices may change throughout the year, the percentage discount must remain firm for the entire contract period. The single fixed percentage discount for the awarded vendor shall apply to the MSRP of all items. The awarded vendors are free to offer greater discounts for individual transactions and offer better discounts throughout the term of the bid.

6.10 WARRANTY

The warranty for equipment, after delivery and acceptance by the school or department, shall be for a minimum of one (1) year, including all parts and labor, or manufacturer's warranty, whichever is greater. Bidder is to offer a one (1) year warranty on all items even though manufacturer's warranty may be for a lesser period. However, bidders may supply pricing information for optional warranty periods.

The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. All warranty claims require a quick response, and all warranty work shall be done within fifteen (15) days of notification from the end user. Vendor agrees to repair and return equipment within fifteen (15) days from receipt of request or provide a temporary replacement. Warranty shall begin after installation or delivery and acceptance by M-DCPS representative at end-user site. A detailed description of all repair work shall be provided to the end user within three (3) days after the work is completed. Items must have warranty and repair work performed by the manufacturer's authorized repair station, using only original equipment manufacturer (OEM) certified parts when servicing equipment.

6.11 PRICE CHANGES

(a) Quantity Discounts: Contractors are urged to offer additional discounts for one-time delivery of large single orders. The District may seek to negotiate additional price concessions on quantity purchases of any products offered under this contract. The School Board of Miami-Dade County will document its files accordingly.

(b) Best Pricing Offer: During the contract term, if the District becomes aware of better pricing offered by the Bidder(s) for substantially the same or smaller quantity of a product outside the Contract, due to market conditions, but upon the same terms of the Contract, then at the discretion of the District, the price under the Contract may be reduced to the lower price.

(c) Sales Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to District personnel documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to

then-authorized prices. Promotional prices shall be available to all District customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In: Customers may trade in equipment when making purchases from the Contract. A trade-in shall be negotiated between the District and the Contractor. The District is obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

6.12 PACKAGING

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the District's property.

6.13 DELIVERY

Delivery shall be made as soon as possible, but not later than **30** days after receipt of the purchase order to the address indicated on the purchase order. **Prices must include all charges for packing, handling, freight, fuel, distribution, and inside delivery.** All vendors must offer inside delivery (F.O.B. destination unless otherwise noted on the bid), which shall be completed within thirty (30) days after receipt of an authorized and signed Purchase Order or as per the requirements of the purchase order. Balances shall be shipped no later than forty-five (45) days after receipt of purchase order. It shall be the responsibility of the Awarded Bidder(s) to ensure satisfactory operation and/or condition of each and every product delivered on this bid. **All orders placed prior to the expiration of the bid and accepted by the Awarded Bidder(s) will be invoiced at the bid unit prices although deliveries may be made after the expiration of the contract.**

If installation is required, it shall be completed within forty-five (45) days of receipt of purchase order, or as required by the user.

6.14 BACKORDERS

Awarded Bidder(s) shall notify M-DCPS when items will be backordered by the manufacturer. This notification must come in the form of a letter from the manufacturer stating the reason why the item ordered is backordered and the expected day of delivery. Material(s) backordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel backorders at any time and purchase from another vendor. It is the responsibility of the Awarded Bidder(s) to contact the originating location to verify if they still want the backordered items.

6.15 RE-STOCKING

M-DCPS will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after delivery.

6.16 INSPECTION AT CONTRACTOR'S SITE

The District reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

6.17 LITERATURE

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

6.18 TRANSPORTATION AND DELIVERY

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the District places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

6.19 INSTALLATION

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. All vendors quoting and performing labor for installation must be licensed contractors. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Bidders must submit supporting documentation reflecting ability to provide local onsite technical service and hardware repairs, to include an organizational chart showing dedicated local technical staff and their respective credentials.

6.20 RISK OF LOSS

Matters of inspection and acceptance are addressed in F.S. 215.422. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims, including, but not limited to, manufacturer claims. To assist the Contractor with damage claims, the District shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the District rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within 15 days shall be deemed abandoned by the Contractor, and the District shall have the right to dispose of it as its own property. Contractor shall reimburse the District for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

6.21 UNAUTHORIZED SHIPMENT/SUBSTITUTION

Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and may lose eligibility to transact new business with the School Board for a period of fourteen (14) months from the date of termination by the Board.

6.22 ACCEPTABLE PRODUCTS/DISCONTINUED ITEMS

Awarded vendors may need to make substitution offerings to M-DCPS during the term of this contract. Awarded vendor(s) is/are required to notify Procurement Management Services at least thirty (30) days prior to the effective discontinuation date or within five (5) days after the awarded vendor(s) is/are notified by manufacturer of the discontinued item(s). **The written notification must also state the substitution item that is being offered by the manufacturer.** Each specification of the substituted item must meet or exceed those specifications in the bid for the awarded item(s). Awardee(s) is/are to submit complete descriptive literature. Failure to provide this information and notification within the timeframe stated above may result in awardee to be in non-compliance of contract and may result in default of contract. Items offered as substitutes must be at the same or lower price as originally awarded. M-DCPS reserves the right during this thirty (30) day advance notice period, to continue to order the item scheduled for discontinuation with the requirement that all such orders are filled as originally placed, at the same or lower price, prior to the substitution being offered to purchase the newer, submitted item. M-DCPS reserves the right to reject a substitution and require vendor(s) to re-submit another item supplied by the same manufacturer for substitution. **If any awarded vendor(s) substitutes a product, without the requisite written authorization from the Buyer, the vendor(s) may be in default and lose eligibility to conduct business with the School Board.**

6.23 ESTIMATED QUANTITIES

The factored quantity shown is for evaluation purposes only and will be used to factor bid prices to determine the total low bid. They do not indicate the total quantity of an item to be purchased during the contract term. No guarantee is expressed or implied, as to the quantities that will be used during the contract period.

6.24 REQUEST FOR QUOTATION PURCHASES

The awarded bidder(s) will be invited to offer a fixed price for item(s), as specified. These prices must remain fixed and firm as per the Request for Quotation. Schools and District Offices will utilize these prices to make selections based on the specifications required at their site.

Quotations shall include the following information:

- **a.** Contract number
- **b.** Vendor name
- **c.** SKU/PN and Product/service description
- **d.** MSRP
- **e.** Discounted prices

Only the Primary awarded vendor(s) may be contacted for quotations, unless the Primary vendor is in default or, due to an unusually high volume of District orders, is unable to provide the requested products, at which point the Alternate vendor may be contacted.

At the sole discretion of the District, awarded bidders may be considered in default for poor performance and/or non-performance, including but not limited to low product availability.

6.25 TYPES OF CATALOGS

This is an Audiovisual, Television, and Photographic Equipment, Supplies and/or Installation firm-discount bid. MSRP catalog discounts will be accepted in the following areas: Audiovisual, Television, and Photographic Equipment, Supplies, and/or Installation.

6.26 CATALOG/PRICE LIST

If MSRP catalog is available online, the bidder is not required to submit a hard copy of the price list. It is requested that the bidder submit a notification of the internet address to locate the catalog online. If the catalog is not available online the bidder should furnish, with the bid, a copy of their current preprinted catalog or manufacturer price list. Each catalog or price list shall have a label with the following information, or the bid may be declared non-responsive.

- Bid Number
- Term of Bid
- Vendor Name
- Discount off Purchase and Credit Cards
- Contact Person
- Contact Person Phone Number

6.27 CATALOG UPDATES

The discount, terms and conditions of this bid are to remain firm throughout the contract period. If, during the contract period, the successful bidder(s) issues a replacement to the catalog(s) submitted with the bid, such replacement shall be forwarded to, Miami-Dade County Public Schools, Chief Procurement Officer, Procurement Management Services, 1450 N.E. 2nd Ave, Suite 650, Miami, Florida, 33132 for approval. After the catalog is approved, the successful bidder must deliver copies of the replacement catalog to all locations, at no cost to Miami-Dade County Public Schools. Failure to comply may be cause for termination. Vendors may be considered in default of the contract and shall lose eligibility to transact new business with the School Board for a period of fourteen (14) months from the date of termination by the School Board.

6.28 SOFTWARE

Software offered must be in a format that does not require any conversion by the Authorized User and shall meet the following additional requirements:

a. The software is available as part of the Contractor's standard commercial offerings; and
b. The software is directly related to the operational function or the remote administration of the audiovisual equipment

Software offered under this Contract shall be licensed in accordance with the Software developer's standard license and warranty terms.

6.29 NETWORK INSTALLATIONS

Network installation (if applicable) shall include configuration of the equipment for the proper network protocols and installation of the appropriate print drivers (if applicable). Installation and networking shall result in fully operational audiovisual equipment that is ready for use by an authorized user. Networking installations and offerings must be directly related to the operational functioning of the audiovisual products procured under the Contract.

6.30 EXCLUDED PRODUCTS AND SERVICES

The following Products and/or Services are excluded from the scope of this contract:

1. Closed-circuit television (CCTV) or video surveillance products
2. Standalone computers and tablets

3. Standalone networking products and services
4. Standalone cloud-based products
5. Design services

6.31 INVOICING

The invoice document shall contain the following information:

a. M-DCPS Purchase Order Number
b. Scope of work performed
c. Start and completion time and date of work performed
d. Work location where services were provided

Invoices shall be mailed or delivered to the M-DCPS authorized representative identified in the item description of the purchase order.

6.32 PAYMENTS

Payment will only be made for actual items delivered, installed materials and work performed, which has been inspected and found to be in accordance with the terms and conditions of this solicitation. Work found to be deficient will be corrected by the vendor, at the vendor's sole expense, prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.

6.33 NON-EXCLUSIVITY

M-DCPS reserves the right to perform the work and services described in this solicitation, in any manner it sees fit, including performing work with its own employees. The District shall not be held to any minimum order quantities.

SECTION 7 - BID PROPOSAL FORM

SPREADSHEET: Bidder **MUST** complete the attached Excel document with the corresponding prices as requested. Submit the completed Excel file with your submission in .xls (or similar type format) with your bid proposal response on the flash drive. No handwritten forms will be accepted.

SECTION 8 - FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

ATTACHMENT 1	MAILING LABEL
ATTACHMENT 2	STATEMENT OF “NO BID”
ATTACHMENT 3	ACKNOWLEDGEMENT OF AMENDEMENTS
ATTACHMENT 4	CONFLICT OF INTEREST
ATTACHMENT 5	DEBARMENT
ATTACHMENT 6	INSTRUCTIONS
ATTACHMENT 7	BIDDER’S PREFERENCE
ATTACHMENT 8	DRUG-FREE WORKPLACE (must be notarized)
ATTACHMENT 9	LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY (must be notarized)
ATTACHMENT 10	ANTI-COLLUSION STATEMENT
ATTACHMENT 11	BIDDER EXPERIENCE
ATTACHMENT 12	SUBMITTED BID DOCUMENT VERIFICATION FORM
ATTACHMENT 13	PROPOSAL SUBMITTAL RECEIPT FORM
ATTACHMENT 14	BID OPENING
ATTACHMENT 15	BID OPENING LOCATION

ATTACHMENT 1 - MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when MDCPS receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

SEALED PROPOSAL ENCLOSED

(To be opened by the Contact Person noted below)

Bidder's Name:
Bidder's Address:
Bidder's Telephone Number:

BID BOX

Miami-Dade County Public Schools
Stores and Mail Distribution
Procurement Management Services
Attn: Delvin Padilla
7001 SW 4th Street
Miami, FL 33144

ITB No.: ITB-19-053-DP
ITB Title: Audiovisual Equipment, Supplies, and Installation Services
Proposal Due Date: Thursday, July 23, 2020 at 1 p.m. EST

ATTACHMENT 2 - STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" sheet and return, prior to the Bid Due Date established within, to dpadilla@dadeschools.net or mail to:

The School Board of Miami-Dade County, Florida
Stores and Mail Distribution
Procurement Management Services
1450 N.E. 2nd. Ave., Miami, Florida 33132
Attn: Delvin M. Padilla

This information shall help MDCPS in the preparation of future Bids.

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____ Email: _____

√	**Reasons for "No Bid":**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____

ATTACHMENT 3 - ACKNOWLEDGEMENT OF AMENDMENTS

I**nstructions:** Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each addendum received in connection with this solicitation. Please include a signed copy of each addendum.

Addendum #1, Dated _____, 20___

Addendum #2, Dated _____, 20___

Addendum #3, Dated _____, 20___

Addendum #4, Dated _____, 20___

Addendum #5, Dated _____, 20___

Addendum #6, Dated _____, 20___

Addendum #7, Dated _____, 20___

Addendum #8, Dated _____, 20___

PART II:

☐ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

ATTACHMENT 4 - CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME: _____

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of MDCPS. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	MDCPS Title or Position of Employee	MDCPS Department/School of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of MDCPS.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of MDCPS have been identified above.

_____ Signature

_____ Printed Name

ATTACHMENT 5 - DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011- title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name

_____ _____

Name(s) Title(s) of Authorized Representative(s)

_____ _____

Signature(s) Date

ATTACHMENT 6 - INSTRUCTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 7 - BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME: _____

Section 1 must be completed by the Attorney for an Out-of-State Bidder

Section 2 must be completed and signed by Florida Bidder

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of–state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with submitted bid. Such opinion should permit MDCPS's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084.

Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form.

Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1 **LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES**
(Must Select One)

_____The Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____The Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Miami-Dade County, Florida in the letting of public contracts

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2 **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY**
ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS
(Must Select One)

_____The Bidder's principal place of business is in the political subdivision of Miami-Dade County, Florida.

_____The Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____The Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:_____

_____

_____

ATTACHMENT 8 – DRUG-FREE WORKPLACE

VENDOR NAME: _____

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

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

This sworn statement is submitted to The School Board of Miami-Dade County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this_____day of_____, 20____.

Personally known _____ _____or

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____
(Type of Identification)

Form #4530 3/93 (Printed, typed, or stamped commissioned name of notary public)

ATTACHMENT 9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION: **RFQ/RFP/BID/CONTRACT/PROJECT #** *(as applicable)*: ITB-19-053-DP		
BUSINESS NAME:		
CONTACT PERSON:		
LOCAL ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____ **Length of Time Located within the legal boundaries of Miami-Dade County:** _____
BUSINESS STRUCTURE:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*:_____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy **6320.05**; local business means the Bidder has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- To be considered for local preference**, a Bidder must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.**
- The preference does not apply to goods or services exempted by statute as reflected in Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A Bidder who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy **6320.04**.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____
SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20_____

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

ATTACHMENT 10 - ANTI-COLLUSION STATEMENT

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with The School Board of Miami-Dade County, Florida Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Bidder is registered as with the Florida Department of State Division of Corporations. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award or proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR
BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

EMAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

ATTACHMENT 11 - BIDDER EXPERIENCE

Submit three (3) forms; one for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

BIDDER REFERENCE EVALUATION FORM

Bidder Name:

Bid Number: **Bid Title:**

Client Name:

Email: **Date of Evaluation:**

PLEASE CHECK THE APPROPRIATE STATEMENT THAT BEST DESCRIBES YOUR CLIENT EXPERIENCE WITH THE ABOVE REFERENCE BIDDER.

I. DELIVERY

_____ Vendor was always on time
_____ Vendor was usually on time
_____ Vendor was never on time
_____ Vendor never delivered product/service as ordered
_____ Vendor defaulted

II. PRODUCT QUALITY

_____ Vendor's product/service always performed as expected
_____ Vendor's product/service usually performed as expected
_____ Vendor's product/service never performed as expected
_____ Vendor's product had to be replaced
_____ OTHER: COMMENTS_____

III. PRODUCT SUBSTITUTION

_____ Vendor always substituted product/service
_____ Vendor never substituted product/service
_____ OTHER: COMMENTS

IV. PACKAGING

_____ Vendor's packaging was always satisfactory
_____ Vendor's packaging was usually satisfactory
_____ Vendor's packaging was sometimes satisfactory
_____ Vendor's packaging was never satisfactory
_____ OTHER: COMMENTS_____

V. INVOICING

_____ Vendor always invoiced correctly and on time
_____ Vendor usually invoiced correctly and on time
_____ Vendor sometimes invoiced correctly and on time
_____ Vendor never invoiced correctly and on time
_____ OTHER: COMMENTS_____

VI. PROFESSIONALISM

_____ Vendor was always professional
_____ Vendor was usually professional
_____ Vendor was sometimes professional
_____ Vendor's product had to be replaced
_____ OTHER: COMMENTS_____

VII. ACCESSIBILITY

_____ Vendor was always accessible
_____ Vendor was usually accessible
_____ Vendor was sometimes accessible
_____ Vendor never accessible
_____ OTHER: COMMENTS_____

VIII. OVERALL RATING

Recommend for new business ☐

Does not recommend for new business ☐

OVERALL STATEMENT OF VENDOR'S PERFORMANCE

CLIENT'S NAME:_____

SIGNATURE: _____ DATE: _____

VERIFIED BY: (PRINT NAME)_____ SIGNATURE:_____ DATE:_____

Revised 2/25/20

ATTACHMENT 12 – SUBMITTED BID DOCUMENT VERIFICATION FORM

All bidders are required to submit the following information to be considered for award. Failure to submit any of the required documents with the bid will cause the bidder to be considered nonresponsive and ineligible for further consideration. Each bidder must include the following information within their submittal:

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Florida, shall meet the County's Local Business Tax Receipt requirements. Bidders with a location outside of Florida shall meet their local Occupational Tax requirements. A copy of the license must be submitted. If your local government does not require a business license, please submit "N/A" as your response. Noncompliance with this condition may cause the bidder not to be considered for award.	☐	☐
b. Copy of current registration with the Florida Dept. of State, Division of Corporations (Sunbiz) to conduct business in the State of Florida; or company's certificate of good standing from applicable home state	☐	☐
c. Three (3) reference forms (Attachment 11) from other organizations (not M-DCPS) with similar work performed	☐	☐
d. Supporting documentation reflecting ability to provide onsite technical service and hardware repairs, to include an organizational chart showing dedicated sales representative, customer service contact, and local technical staff and their respective credentials, including licenses and certifications	☐	☐

Please sign below confirming all items noted above are included in your submission.

_____ _____
Printed Name *Title*

_____ _____
Signature of Proposer's Authorized Representative *Date*

For Internal Use Only:

_____ _____
Signature of Originating Department *Date*

_____ _____
Printed Name *Title*

_____ _____
Procurement Staff Name/Signature *Date*

ATTACHMENT 13 – PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package. **As stated in Section 4.3, please complete the following form and attach the form to the outside of your firm's bid response.**

ITB Name and Number:	ITB-19-053-DP Audiovisual Equipment, Supplies, and Installation Services
ITB Due Date:	Thursday, July 23, 2020 at 1:00 p.m. EST
Bidder's Name	
Business Address	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	

ATTACHMENT 14 – BID OPENING

ITB-19-053-DP
AUDIOVISUAL EQUIPMENT, SUPPLIES, AND INSTALLATION SERVICES

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, Thursday, July 23, 2020 at the MDCPS Stores and Mail Distribution site located at 7001 SW 4th Street Miami, Florida, 33144.**

LOCATION: Stores and Mail Distribution site at 7001 SW 4th Street, Miami, FL 33144

DEADLINE: Thursday, July 23, 2020 at **1:00 pm*****PLEASE NOTE CHANGE IN TIME**

INSTRUCTIONS: Bidders can drop off their bids at the S & D Main Office on the days prior to July 9th. On the day of the Bid Opening, bids will be received by a member of the Procurement team on the receiving dock in the S & D building. After 1:01 pm, the bids will be opened at the same location (receiving dock). A picture ID is required to enter the premises.

SPECIAL INSTRUCTIONS: In addition to the normal procedures conducted for Bid Openings, Bidders are required to practice social distancing guidelines.

- **Bidders will not be allowed on site without a face mask.**
- **Bidders will not be allowed to comingle.**
- **Bidders must stay 6 feet apart from others.**
- **Please only have 1 representative from your firm attend the bid opening.**

Should you have any trouble locating the site, please call (786) 505-8072 or (786) 275-0600.

ATTACHMENT 15 – BID OPENING LOCATION