



**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
INVITATION TO BID**

**SEALED BID NO:** ITB-16-012-MT

**TITLE:** Wireless Networks Telecommunications (Maintenance, Repair & New Installation)

**DESCRIPTION:** The purpose of this Invitation to Bid is to provide a mechanism by which wireless networking technology can be systematically purchased, install and supported within Miami-Dade County Public Schools (M-DCPS) sites. M-DCPS views wireless networking technology as a supplement to the hard-wired infrastructure. This invitation to Bid is to survey, engineer, project manage, furnish, install, maintain, repair wireless connections and provide support for The School Board of Miami-Dade County, Florida and Miami-Dade County Public Schools students. Services and or equipment may be required to be provided at designated school sites district-wide.

**TERMS:** The initial term of the bid shall be for two (2) years, with three (3) additional one (1) year periods.

**ITB RELEASE DATE:** Friday, December 9, 2016

**PRE-BIDDERS CONFERENCE DATE/TIME:** Thursday, December 15, 2016, at 11:00 a.m. EST Local

**PRE-BID CONFERENCE LOCATION:** Miami-Dade County Public Schools  
School Board Administration Building,  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 650  
Miami, Florida 33132

**DEADLINE FOR QUESTIONS:** Thursday, December 15, 2016, at 5 p.m. EST Local

**BID DUE DATE/TIME:** Tuesday, January 10, 2017, at 2 p.m. EST Local

**PUBLIC OPENING OF BIDS:** Tuesday, January 10, 2017, at 2 p.m. EST Local

**BID OPENING LOCATION:** Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 650  
Miami, Florida 33132

**FOR INFORMATION CONTACT:** Melody Thelwell, MPA  
Chief Procurement Officer  
Procurement Management Services  
Phone: (305) 995-1434  
Fax: (305) 995-2445  
Email: [mthelwell@dadeschools.net](mailto:mthelwell@dadeschools.net)

Visit our website at [procurement.dadeschools.net](http://procurement.dadeschools.net) to download a vendor registration package. The website also displays Bids, ITBs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board-approved Procurement/Purchasing Regulations.

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## **SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES**

### **1.1 INTRODUCTION/BACKGROUND**

Miami-Dade County Public Schools (“M-DCPS”) is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of M-DCPS are as follows:

#### **VISION**

We are committed to provide educational excellence for all.

#### **MISSION**

We provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

#### **CORE VALUES**

##### **Excellence**

We pursue the highest standards in academic achievement and organizational performance.

##### **Integrity**

We build positive relationships through honesty, respect and compassion, which enhance the self-esteem, safety, and well-being of our students, families and staff.

##### **Equity**

We foster an environment that serves all students and aspires to eliminate the achievement gap.

##### **Citizenship**

We honor the diversity of our community by working as a team, to ensure the educational success of all of our students and recognize that our obligations go beyond our professional responsibilities to promote democratic principles.

### **1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS**

M-DCPS is seeking bids from qualified firms and/or individuals to provide a mechanism by which wireless networking technology can be systematically purchased, installed and supported within Miami-Dade County Public Schools (M-DCPS) sites. M-DCPS views wireless networking technology as a supplement to the hard-wired infrastructure. This Invitation to Bid is to survey, engineer, project manage, furnish, install and maintain and repair wireless connections. M-DCPS reserves the right to request any combination of the preceding, as may be required for the support of The School Board of Miami-Dade County, Florida and Miami-Dade County Public Schools students. Services and or equipment may be required to be provided at designated school sites district-wide. The selected bidders will be awarded a two (2) year agreement, with three (3) one-year options to renew at the District’s sole discretion.

### 1.3 ITB TIMETABLE

The anticipated schedule for this ITB and contract approval is as follows:

ITB available for distribution:	Friday, December 9, 2016
Pre-Bid Conference date, time and place:	Thursday, December 15, 2016, at 10:00 a.m. (Local Time) Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Thursday, December 15, 2016 No later than 5:00 p.m. (Local Time) Emailed to Buyer (See Section 1.4)
Deadline for receipt of Bids:	Tuesday, January 10, 2017 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	February 2017
Projected Contract start date:	July 1, 2017

### 1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Melody Thelwell, MPA Chief Procurement Officer, Procurement Management
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	<a href="mailto:mthelwell@dadeschools.net">mthelwell@dadeschools.net</a>
Telephone:	(305) 995-1434
Fax:	(305) 995-2445

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this ITB is permitted**, except as authorized pursuant to the Cone of Silence

provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

## **1.5 CONE OF SILENCE**

As stated within School Board Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request For Bids (RFP), Invitation To Bid (ITB), or other competitive solicitation between:

1. Any person who seeks an award there from, including a potential vendor or vendor's representative; and
2. Any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "vendor's representative" means 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.

A Cone of Silence shall be applicable to each ITB, bid, or other competitive solicitation during the solicitation and review of bid bids. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board Policy 6325 apply to this solicitation.

## **1.6 LOBBYING**

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete, annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation,

selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The School Board policy may be accessed at: [dadeschools.net/schoolboard/rules/](http://dadeschools.net/schoolboard/rules/)

## 1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department website and through Onvia Demandstar. You may download a copy or email your request to Melody Thelwell, Chief Procurement Officer, at [mthelwell@dadeschools.net](mailto:mthelwell@dadeschools.net). Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

## 1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of two (2) years with three (3) successive options to renew of one-year each, all at the sole discretion of the District. 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. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

## 1.9 BID SUBMISSION

The entire proposal packets, 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 bid with all attachments and original signatures.**
- **One (1) bound copy of the original bid in a three (3) ring binder (DO NOT USE A SPIRAL BINDER FOR YOUR SUBMISSION).**
- **One (1) complete electronic version on CD or memory stick in Microsoft Word, Excel or PDF format.**

All bids must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Bids **must be received by the deadline for receipt of bids specified in this ITB Timetable**. The original and all copies must be submitted in a sealed envelope or container **clearly labeled on the outside with the provided label** and with the Bidder's name, address, telephone number, the ITB number, ITB title, and Proposal Due Date to:

**Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
Attn: Melody Thelwell  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132**

Hand-carried bids may be delivered to the above address **ONLY** between the hours of 9:00 a.m. and 4 p.m.; Mondays through Fridays (however, please note that bids are due at the District on the

date and at the time indicated in **Section 1.3**. 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 the 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 Bidder, 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 commodities or services at the stated prices.

#### **1.10 PRE-BIDDERS CONFERENCE**

A pre-bid conference has been scheduled for **the date, time, and place specified in this ITB Timetable** (see **Section 1.3**). **Attendance is highly recommended but not mandatory. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

#### **1.11 ADDITIONAL INFORMATION/AMENDMENT**

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITB, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the ITB Timetable (see **Section 1.3**). The request must contain the ITB number and title, Bidder's name, name of Bidder's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Buyer at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of the Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described in **Section 1.25**.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any written amendments to this ITB. Where there appears to be conflict between the ITB and any amendments, the last amendment issued shall prevail.

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their bids (see attached **Exhibit 2**).

Bidders who obtain copies of this ITB from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments, since their names will not have been included on the Bidder List for this particular ITB. Such Bidders are solely responsible for those risks.

## 1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

## 1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this ITB.

## 1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBEs and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this ITB. **The Office of Economic Opportunity (OEO) must certify all SBE/MBEs, prior to contract award.** The application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

Vendors certified as an SBE/MBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other entities or agencies must contact the OEO for additional information. A current list of certified SBE/MBEs can be found online at [www.oeo.dadeschools.net](http://www.oeo.dadeschools.net) or by contacting the Office of Economic Opportunity at (305) 995-1307.

## 1.15 LOCAL PREFERENCE

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 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by Statute as reflected in School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

### **Definition:**

Local business means the vendor 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. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor 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 School Board Policy **6320.04**.



## **PROCESS:**

### **Invitation To Bids:**

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

Bidders claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of their business license with their response.

The School Board Policy may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

### **1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION**

All bids received in response to this ITB, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the ITB may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant bids may be disqualified.

### **1.17 LATE BIDS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

No late proposal, bid, modification, or late withdrawal will be considered. Each bidder **MUST** submit Exhibit 8, Bid Receipt Form, which provides documentation of the submittal date and time.

### **1.18 ITB POSTPONEMENT/CANCELLATION**

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all bids; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the bids received as a result of this ITB.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all Bidders solicited.

### **1.19 COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

### **1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS**

Bidders shall certify their ongoing compliance with the School Board Policies. Furthermore, Bidders must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this ITB and these legal requirements, the legal requirements shall prevail.

(a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see **Section 4.1**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

#### **1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal 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 (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 4) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed

#### **1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of, bids would be available for public inspection after opening of bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

**The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible and, if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may**

**render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.**

### **1.23 EVALUATION/SELECTION PROCESS**

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this ITB.

### **1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD**

The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website [procurement.dadeschools.net](http://procurement.dadeschools.net)

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

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6320. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Formal written protests will be reviewed by Procurement Management Services who will offer the protesting Bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the Bidder may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk  
Miami-Dade County Public Schools  
1450 Northeast Second Avenue, Room 268B  
Miami, Florida 33132  
Fax: (305) 995-1448  
E-Mail: [dllopez@dadeschools.net](mailto:dllopez@dadeschools.net)  
[celiarubio@dadeschools.net](mailto:celiarubio@dadeschools.net)

### **1.25 NOTICE OF AWARDS**

The Board reserves the right to reject any and all bids, to waive irregularities or technicalities, and

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

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting. Awards become official upon the Board's formal approval of the award.

## **1.26 DEFAULT**

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders who are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

## **1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies, by signing the proposal, that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally-funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

**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 services contracts using federal funds.

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

The contractor 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 in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work." The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor's certification of

compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

## **1.28 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, Florida.

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 Statutes 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 Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional 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 the Board, if the Board deems necessary, the Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in 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 was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or

conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Bidder to perform any of the duties described in this section 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.

### **1.29 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.

### **1.30 CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida, shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

### **1.31 PUBLIC RECORDS LAW**

The awarded Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The awarded Contractor shall keep and maintain public records required by the School Board to perform the service. The awarded Contractor shall keep records to show its compliance with program requirements. Awarded Contractors 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 awarded Contractor 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. The awarded Contractor 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 awarded Contractor does not transfer the records to the public agency. The awarded Contractor 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). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the awarded Contractor or keep and maintain public records required by the School Board to perform the service. If the awarded Contractor transfers all public records to the School

Board upon completion of the contract, the awarded Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Contractor keeps and maintains public records upon completion of the contract, the awarded Contractor 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 AWARDED CONTRACTOR 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.

### **1.32 ASSIGNMENT**

This Contract 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 Miami-Dade County Public Schools. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

### **1.33 TERMINATION FOR CONVENIENCE**

The School Board may terminate the Agreement at any time, without cause upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions shall apply: (A) The notice may be effective as of a certain date or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

### **1.34 DEBARMENT**

Pursuant to School Board Policy 6320, 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.

### **1.35 PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal 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.

### **1.36 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.

### **1.37 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 provision 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).

### **1.38 INDEMNIFICATION**

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees (“Indemnitees”) from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys’ fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Bidder’s performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Bidder or other persons employed or utilized by Bidder’s performance of this Contract. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

### **1.39 DUTY TO DEFEND**

Bidder agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Bidder’s performance under this Contract.

### **1.40 INSURANCE REQUIREMENTS**

Prior to commencement of work under the agreement, the Bidder shall obtain and maintain without interruption the insurance as outlined below. The Bidder agrees to furnish a fully completed certificate of insurance naming The School Board of Miami-Dade County, Florida, as additional insured, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

#### **A. Workers’ Compensation/Employer’s Liability Insurance.**

Such insurance shall be no more restrictive than that provided by the Standard Workers’ Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident



\$ 1,000,000 Disease - Policy Limit  
\$ 1,000,000 Disease - Each Employee

#### B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate  
\$ 2,000,000 Products/Completed Operations Aggregate  
\$ 1,000,000 Personal and Advertising Injury  
\$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10.

#### C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

#### D. Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Company for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 3,000,000 Each Claim/Annual Aggregate

The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed \$25,000 per claim.

#### E. Employee Dishonesty (Fidelity)

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial Crime Coverage Form (ISO CR 00 21) without restrictive endorsements or on a form acceptable to the Board and shall cover Company and Board against loss caused by the dishonesty of employees of Company in connection with the Contract. Coverage will include Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud. The minimum limits shall be:

\$10,000,000 Each Occurrence

The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the Company.

Compliance with these insurance requirements shall not limit the liability of the Company. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Company) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance and Professional Liability Insurance.

#### **1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY**

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 the 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 the Bidder. In addition, set forth names and titles of any and all parties who are authorized to contract on behalf of the Bidder.

#### **1.42 CANCELLATION OF BIDS OR REQUESTS FOR BIDS**

A Bid or RFP 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. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or bids received for the canceled solicitation shall be returned to the vendor unopened.

#### **1.43 TESTING AND PRODUCT EVALUATIONS**

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded vendor must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: <http://materials.dadeschools.net>.

#### **1.44 CHARTER SCHOOLS**

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

#### **1.45 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](mailto: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.

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## SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the products, services and levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

### 2.1 GENERAL INFORMATION

The District is soliciting bids from qualified firms and/or individuals to provide a mechanism by which wireless networking technology can be systematically purchased, installed and supported within Miami-Dade County Public Schools (M-DCPS) sites. M-DCPS views wireless networking technology as a supplement to the hard-wired infrastructure. This Invitation to Bid is to survey, engineer, project manage, furnish, install and maintain and repair wireless connections. M-DCPS reserves the right to request any combination of the preceding, as may be required. Bidder(s) must commit to maintaining and enforcing the highest levels of pricing, service, quality and standards for the entire term of this contract and subsequent renewal periods. Award of this bid will be made to the responsible bidder(s) with the lowest responsive bid(s) meeting or exceeding specifications on each item as indicated in section 3.0 as determined by Procurement Management Services

In order to conduct new business under this bid, M-DCPS requires that the bidder(s) have a current vendor application on file. The information on the ITB and the vendor application must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at [www.procurement.dadeschools.net](http://www.procurement.dadeschools.net).

The District reserves the right to contact or visit these locations and/or customers to evaluate bidder's qualifications.

The awarded contract resulting from this bid will be non-exclusive.

**This ITB requires a SBE/MBE goal participation rate of 15%. All bidders claiming SBE/MBE MUST provide documentation of their firm's SBE/MBE certification from the District's Office of Economic Opportunities to meet this requirement.**

#### 2.1.1 DEFINITIONS

- A. Owner – Shall mean The School Board of Miami-Dade County, Florida. Also referred to as M-DCPS or The Board.
- B. District – Shall mean The School Board of Miami-Dade County, Florida. Also referred to as M-DCPS or The Board.
- C. Contractor/Vendor/Awarded Bidder – Refers to the individual/firm, or corporation authorized to do business with The School Board of Miami-Dade County, Florida.
- D. Wiring: shall be considered to include all copper wires, copper multi conductor cables, fiber optic strands and multi strand fiber optic cable. The words wire and cable are intended to have the same meaning and are used interchangeably.

- E. Telecommunications Wiring: Shall be construed to mean the wire and cable for voice (telephone) and for data.
- F. Conduits: Shall be construed to include all metal and plastic tubing, all cable trays and ducts in which telecommunications wiring may be installed. These items are also referred to as raceways.
- G. Wireless System: Shall be construed to include all antennas, antenna mounts, ground cabling, lightning arrestors, pigtails/cabling adaptors, radio frequency transmitters, radio frequency receivers, antenna cables if used, input and output wiring to and from any existing network and ac power wiring to the wireless system.

### **2.1.2 VENDOR RESPONSIBILITY & QUALIFICATIONS**

- A. Bidders shall have an established business or principal personnel with a minimum of seven years' experience in installing telecommunications wiring systems using copper and fiber optic cable and wireless systems used for telecommunications. Bidders shall have specific experience in the engineering, furnishing, installation and maintenance of short range and longer range microwave systems, which may or may not require a Federal Communications Commission (FCC) license. If a license is required, the bidders shall be capable of applying for the license. Bidders shall provide in their bid a list of their craft-persons that are currently employed and will work on this contract. The list shall provide names, dates of certification and certificates and shall be updated as personnel changes occur. Bidders shall provide proof of their experience in their bid by submitting a work history showing current projects and projects completed within the past five years, with dates, client's name and address and phone number. A brief description of each project shall be included in the bid. A minimum of three (3) references are required. Bids, which do not include such proof, may be considered non-responsive.
- B. Bidders shall have a full time employee licensed by the State of Florida as a Specialty Electrical Contractor for the term of the bid. In addition, bidders shall have an employee that is licensed by the FCC for any work requiring such a license.
- D. All bidder(s) that are bidding on Fortinet/MERU or Hewlett Packard/Aruba products must be at least Platinum level certified by the manufacturer. Proof of such certification must be provided at the time of bid submittal. Failure to provide may deem your bid non-responsive.

- E. It is the intent of The School Board of Miami-Dade County (M-DCPS) to award to the lowest, responsive and responsible bidder(s) meeting specification. Each awarded bidder shall have the opportunity to quote on pending projects, and the awards will be based on the total low quoted price, meeting specification per site. The School Board of Miami-Dade County estimates the value of this contract at approximately \$2,000,000 dollars.
- F. For turn key projects, the Awarded Bidder shall provide plans for each completed project. The plans are intended to be as-built plant-in-place records for the new systems and shall show the following:
1. The location of all antennas, transmitters and receiver modules, data wiring closets, and backboards and terminal blocks.
  2. Routing of cables from the antennas to the transmitter and receiver modules, and from the transmitter and receiver modules to each closet, backboard and terminal block using a riser diagram.
  3. Detail of each cross-connect and punchdown block identifying pairs to the remainder of the system.
- G. In order to assist bidders in understanding the wiring and conduit arrangements used by Miami-Dade County Public Schools, see Master Specifications, Divisions 13, 16 and Appendix A. These documents can be found at <http://facilities.dadeschools.net/2013-designCriteria-arch.asp> The notes are intended to show the M-DCPS standards, and are based on Electronic Industries Association/Telecommunications Industries Associates (EIA/TIA) standards 568 and 569, and field experience. The notes were originally developed to assist architects and engineers who had little or no experience with telecommunications wiring. Each installation must be based on the concepts in these notes. All installations must be coordinated with Infrastructure Systems Support (ISS) project managers.
- H. The Awarded Bidder, shall inspect the wiring and report any required changes to the ISS project manager. The wiring contractor, the equipment contractor, ISS project manager and construction project manager shall cooperate with each other to resolve any problem regarding the installation of the wireless systems.
- I. EXAMINATION OF SPECIFICATIONS: Each bidder is required to examine carefully the specifications and to be informed as thoroughly as possible regarding any and all conditions and requirements that may affect the work to be performed.
- J. Scheduling of visits to the various schools shall be coordinated by ISS

in order to insure adequate access for the visitors and to minimize disruptions at the schools.

- K. For turn key projects, the Awarded Bidder shall manage the installation program, provide transportation, storage of material, testing and installation of all material on an engineer, furnish and install basis. Various locations are not able to guarantee a secure storage area for the contractors' material, tools, and supplies. Therefore, the Awarded Bidder shall be responsible for on-site security of his/her material, tools, and supplies until final acceptance.
- L. Awarded Bidder shall understand the importance for M-DCPS to receive timely responses to request for quotations (RFQ). The following is the deadline for timely submission:

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

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

**2.2 SCOPE OF SERVICES**

- 2.2.1 This bid shall establish a pool of pre-qualified vendors for the purchase of estimated requirements for the items listed in the Groups. Spot market quotes shall be generated by the District and shall be submitted to the pre-qualified vendor(s) in a particular category.

NEW SCHOOL CONSTRUCTION: Any site plans for new schools under construction or in design will be available for viewing at the ISS Annex, 2740 N.W. 104 Ct., Miami, Florida 33172. Plans for older schools will be made available from various sources at the time the decision is made to install new wiring at that particular

school. No additional allowances shall be made because of lack of knowledge of site conditions unless they are the result of additions or changes requested by M-DCPS's representatives. Awardees, should advise during site walk-through of any conditions or specification issues would impede the ability to successfully complete the required work.

## **2.3 PRICES AND PAYMENTS**

- 2.3.1 All bid prices shall be F.O.B. destination, delivered, and installed at the site intended in Miami-Dade County, Florida, per specifications, and shall include a three (3) year warranty on the wireless equipment, a five (5) year warranty on wiring workmanship and twenty-five (25) years warranty for wiring material after date of acceptance.
- 2.3.2 M-DCPS policy allows payment only for goods and services received; therefore, no advance payment can be made for goods not received. MDCPS also reserves the right to provide material.
- 2.3.3 The following shall be the payment terms on a per location basis.
- A. Partial payment may be made on materials delivered to the intended site. The material received on site must be verified by the ISS project manager. The contractor assumes all responsibility for all materials delivered to the intended site. Total partial payment may not exceed 80% of the total quoted price for the materials, excluding labor. The remaining balance will be paid upon completion, inspection and final acceptance by the ITS Network Expansion Services project manager.
  - B. MDCPS will not pay for travel time. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials. The vendor shall not be paid for any services which have not been authorized by the MDCPS authorized representative and not accompanied by an MDCPS purchase order.
- 2.3.4 The contractor may not assign their rights under this contract without prior written approval of M-DCPS. However, no assignment of any contract rights shall relieve the Contractor of any of their obligation under this contract, including, but not limited to their obligation to meet the Bid specifications for labor, material, warranty repair, and replacement of the wiring as required. The Contractor may not assign or transfer their performance obligations under this contract to any other person.
- 2.3.5 In the event that the obligations and assets of the Contractor are merged or assumed by some other legal entity, the Contractor agrees to provide written notice to M-DCPS or its designee, and M-DCPS shall be given the right to allow the contract to continue under the new ownership or to terminate the contract without penalty. Such election shall be made at the sole discretion of M-DCPS.
- 2.3.6 INVOICE AND PAYMENT: Vendor shall invoice based on the actual labor hours expended and materials utilized. MDCPS does not pay for travel time. Invoices for Additional Services shall be sent to the M-DCPS, Enterprise Service Management



(ESM).

The invoice document shall contain the following information:

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

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

2.3.6.2 Invoices could be e-mailed in lieu of US Mail or Fax. Such email shall be provided to the awarded bidder(s) during the post-award kick-off meeting.

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

## **2.4 CONTRACT AWARD**

2.4.1 It is the intention of The School Board of Miami-Dade County to award this contract to multiple responsive, responsible bidders meeting the specifications of this ITB.

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

2.4.3 Due to statutory budgetary requirements, M-DCPS reserves the right to cancel the Contract at the end of each fiscal year or the end of each year of the contract period. No guarantee is expressed

### **2.4.4 DOUBT OR DIFFERENCE OF OPINION**

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

<b>FIRST STEP</b>	
<b>BOARD</b>	<b>CONTRACTOR</b>
M-DCPS Project Manager	Vendor Project Manager
<b>SECOND STEP</b>	
Supervisor ITS Network Expansion Services	Equivalent Management Level
<b>THIRD STEP</b>	
Executive Officer - Information Technology Services	Equivalent Management Level
<b>FOURTH STEP</b>	
Chief Financial Officer or designee - Financial Affairs	Equivalent Management Level
<b>FIFTH STEP</b>	
The School Board of Miami-Dade County	Petition to the Board

**2.5 VERIFICATION OF VENDOR FACILITIES AND/OR REFERENCES**

M-DCPS may, at its sole discretion, visit the operational facilities of the bidder for the purpose of evaluating the capabilities of the bidder. The bidder shall, at the request of M-DCPS, supply the location where a typical installation of the proposed wiring systems is available for evaluation. It is required that the location be in Miami-Dade or Broward counties.

**2.6 WARRANTY**

- 2.6.1 All wireless equipment purchased or provided, shall be guaranteed by the Contractor against mechanical and electrical defects for a minimum of three (3) years. Warranty work shall include equipment and labor. All wiring materials purchased or provided shall be guaranteed by the Contractor against mechanical and electrical defects for a minimum period of twenty-five (25) years. Manufacturer's warranties in excess of twenty-five (25) years shall be provided to M-DCPS at no additional cost. In the event, defects become evident within the fifteen-year warranty period after date of acceptance, the Contractor shall furnish all replacement parts, materials and labor at no cost to M-DCPS. Additionally, contractor(s) shall include five (5) year warranty on workmanship. Warranty shall begin at system acceptance.
- 2.6.2 The warranty on operation of the wireless system shall be that the system meets the performance standards of the ANSI/TIA/EIA-568-A (Annex E) standard and TIA/EIA Telecommunications Systems Bulletin 67. This shall apply to the radio frequency link and both horizontal link and channel performance. In addition, the wireless systems shall meet the performance of the relevant IEEE 802.11 WLAN standards.

- 2.6.3 During the warranty period, the Contractor shall maintain an adequate supply of spare parts, either on site or at their local service facility.

## **2.7 ADDITIONS, MOVES AND CHANGES (AMC)**

- 2.7.1 After the award of the bid, the contractor shall provide a quote for each project/location, based on bid unit prices that exceed \$6,000.00. For any projects that are below this established threshold, the lowest, responsive, responsible bidder(s) will be awarded.
- 2.7.2 Unless otherwise approved by M-DCPS Project Manager, it is agreed that no charges for any AMC's shall be made if work is not based on the original plan or estimate. Authorized AMC's shall be charged by adjusting the prices, based on the price sheets, up or down, as appropriate.

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

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

## **2.8 WIRELESS SITE SURVEY**

- 2.8.1 In order to provide 99.99% coverage in areas deemed critical, a site survey may be requested. Awarded contractors will be called upon to provide a quote for the cost to perform a comprehensive wireless site survey. This cost will include all time and materials necessary to provide an accurate diagram of the proposed design which will ensure successful deployment of the proposed infrastructure. The successful "Site Surveyor" shall be precluded from bidding on the installation for the job as defined in said survey.
- 2.8.2 Services rendered and responsibilities in the Site Survey shall (at a minimum) provide for ultimate accountability of the design, which the installation contractor will follow as specified to ensure successful wireless coverage.

2.8.3 Site survey will consists of the following steps at a minimum:

- Pre-Deployment Survey to provide necessary data to render a report for location and coverage of the wireless infrastructure. The pre- deployment survey will specify the hardware specifications to be installed and will provide, at minimum, the following reports and maps per floor
  - Heat Maps
    - Signal Strength coverage
    - Access point location
    - Cable Lengths
    - Antenna type to be used
    - Signal to noise ratio (active and passive reports)
    - Roaming Prediction.
    - Data Rates
    - Quadrant Map of coverage.
  - Failover prediction (what kind of coverage will be available in case one of the AP's fails)
  - Spillage reports (signal radiation outside the specified area)
    - Rogue access points
    - Channel usage
    - Load balancing report
    - Floor Plans
    - Interference (noise)
    - AP signal strength
- Installation Contractor Request for Quote Walk thru will be performed by the Site Survey contractor and M-DCPS project manager. The Site Survey shall be provided as part of the RFQ documents with all the necessary data and reports for the installation to the contractors providing quotes. Each bidding contractor will receive the necessary bill of materials (AP's, cable lengths, power sources, Location of AP's , Antenna type, etc.) to complete their respective quote.
- Post deployment survey. After the awarded Installation Contractor completes the job, the Site Survey vendor will perform another site survey, to confirm the installation and will confirm the system is working as specified and designed and meets M-DPCS availability requirements. Should the survey findings confirm a successful installation, ISS and site will sign off on the installation and be provided with the pre and post- deployment survey for comparison.
- Production Survey will be completed 30 days after successful installation, to make sure that performance conditions have not changed. Walk- through will be completed with M-DCPS ISS personnel.

2.8.4 M-DCPS reserves the right to request Project Management services on this contract. Bidders are requested to supply pricing for this service on the attached Bid Proposal Form.

- 2.8.5 For turn key projects, the Awarded Bidder shall provide a bill of materials and costs for each project/location, based on contract unit prices, prior to commencement of work. The Awarded Bidder shall also provide a basic description of the wireless system plan used to develop the bill of materials. Bidders are requested to provide in their bid a list of their employees that may be employed during that specific project . The list should provide names and copies of their current certificates.
- 2.8.6 It is agreed that no charges for moves shall be made if no work has been started based on the original plans. Changes shall be charged by adjusting the prices, based on the price sheets, up or down as appropriate for the change being made. Additions shall be charged for at the prices listed on the price sheets and as agreed to if items are not covered on the price sheets. Charges may be made on a time and material basis but shall not exceed those listed on the price sheets, provided the material and labor are listed on the pricesheets.
- 2.8.7 Bidders shall state their person-hour labor rates for various skill levels that may be requested by Miami-Dade County Public Schools. The levels as per line item pricing on the Bid Proposal Form.
- 2.8.8 Awarded bidders on this contract will be requested to provide services, as needed, for adds, moves, and changes of existing equipment. Work will be completed in accordance with OEM standards and as specified by ISS staff.
- 2.8.9 Awarded bidders on this contract will be requested to provide services, as needed, for repair of existing equipment. Equipment repairs will be completed in accordance with OEM standards and as specified by ISS staff.

## **2.9 LIMITATION OF CONTRACTOR'S LIABILITIES**

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

## **2.10 MATERIALS AND WORKMANSHIP**

All wireless equipment, copper wire and cable and fiber optic cable and component parts furnished shall be guaranteed to be new, meet all requirements of this bid, and be in an operable condition at the time of delivery. No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. All copper and fiber optic cabling products supplied for installation must be manufactured in the USA and compliant with the American Recovery and Reinvestment Act (ARRA) section 1605.

## **2.11 FAILURE TO PERFORM UNDER WARRANTY AGREEMENT**

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

- a) During the warranty period, each failure to respond or correct in a timely manner based on service call level shall obtain a one-month extension of the cost-free warranty maintenance period. In the event, twelve such response failures occur within one year, M-DCPS shall receive a warranty extension for the balance of the year in which the failures occurred, as well as the next full calendar year. This shall be in addition to the five-year and twenty five year warranty period.
- b) More than six (6) warranty response failures within a six (6) month period may result in termination of the contract. Contractor(s) will be notified in writing, listing the specific areas of non-compliance and/or non-performance. If these are not corrected within the time specified, M-DCPS may, without prejudice to other remedies they may have, apply penalty fees and/or take over the assigned work or such portion thereof as may be in default, and correct and make good the deficiencies.
- c) In such case, the cost thereof, including compensation for supplementary services and expenses made necessary by such default, neglect or failure, may be deducted from any amount due or to become due the Contractor(s) from M-DCPS. If payments then or thereafter due the Contractor(s) are not sufficient to cover such amounts, the Contractor(s) shall pay the difference to M-DCPS.
- d) The following situations are worthy of a NON-COMPLIANCE notification and penalty fee assessment:

<b><u>NON-COMPLIANCE</u></b>	<b><u>PENALTY FEE</u></b>
Inappropriate or inadequate parts inventory, tools, equipment, software resulting in non-compliance, also failure to meet scope of work deadlines	\$1000.00 per occurrence
Damage to property	Repair costs as quoted by General Contractor and/or Vendor.
Deficient and defective workmanship	\$1000.00 per call
Failure to comply with School Board policies and procedures (e.g. No-Smoking Zones and access to non-authorized areas)	\$50.00 per occurrence

- i. Priority One (1) warranty service calls must be given immediate attention and the service must occur before any other service calls. Response to a Priority One (1) must be that a technician must be on site within two (2) working hours of the initial call. If the service cannot be restored to

normal operation within eight (8) working hours from time of M-DCPS call, the vendor must contact ISS with restoration plan. Time extension must be approved and agreed to by M-DCPS

- ii. Priority Two (2) warranty service calls must be served immediately after the Priority One (1) service call. Response to a Priority Two (2), must be that a technician must be on site within eight (8) working hours or the next business day of the initial call. If the service cannot be restored to normal operation within sixteen (16) working hours from time of M-DCPS call, the vendor must contact ISS with restoration plan. Time extension must be approved and agreed to by M-DCPS
- iii. Emergency Service Calls must be given immediate attention and the service must occur before any other Service Calls not already in progress. The ISS Project Manager must be given a status update and a technician must respond, and if necessary, have remote access or, be on site within two (2) hours of the initial Emergency Service Call. Service must be restored within six (6) hours of the initial Emergency Call. The following situations shall be considered Emergencies:
  - a. Failure of school principal or site manager's connectivity.
  - b. Failure of 20% or more ports
  - c. Other failures as determined by M-DCPS (e.g. any safety to life issue)

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

## **2.12 TERMINATION OF CONTRACT**

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

- A. Every contractor shall respond via E-mail to each request for quote. In the judgment of M-DCPS, the repeated failure of the contractor to respond to request for quotes (three (3) consecutive times within a six (6) month period) via E-mail may result in the termination of the contract.
- B. Should the contractor fail or neglect to execute the work properly and diligently in substantial accord and compliance with the schedule or schedules agreed upon, as may be determined by M-DCPS, or, if the contractor shall fail or refuse to perform any requirement or provision of the Contract specified to be performed by the contractor, then M-DCPS may immediately take over the work, or such portion thereof as may be in default or arrears, and correct the

fault and make good the deficiency, and the cost thereof will be deducted from the contract price and may be withheld from any amount then due or that may become due the contractor from M-DCPS. M-DCPS may complete the work by M-DCPS's own staff or in such a manner and means as M-DCPS may deem necessary or expedient.

## **2.13 M-DCPS APPROVAL**

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

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

## **2.14 SEVERABILITY AND COUNTERPARTS**

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

## **2.15 WIRELESS SYSTEM ACCEPTANCE AND TESTING**

2.16.1 Wireless system acceptance for turn key projects shall be understood and agreed to be the acceptance of the entire wireless project for a location by The Miami-Dade County School Board and not on an individual equipment basis.

2.16.2 The date of wireless system acceptance is defined as the date of verification of successful operational testing and completion of plant-in-place drawings and associated wiring information. The date shall be mutually agreed to by representatives of ISS and the Contractor. This shall be done on a per location basis. Reference numbers provided by ISS shall be depicted on all of the following documentation. Printouts of the test results shall be provided in electronic form (CD or E- mail) prior to the final walkthrough inspection. Successful testing shall be understood to be as follows:



**2.16.2.1 Copper Wiring Tests (If applicable)**

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

2.16.2.1.2 A printout of 100% of these test results is required. The tests shall be conducted using the WAN cable tester. The test signal frequency shall be 100 MHz or shall be a sweep frequency from 1 MHz to 550 MHz. Automatic testing that gives results in terms of pass or fail criteria is acceptable if the criteria is clearly stated and conforms with EIA/TIA Bulletin TSB40 criteria or better.

Transmission Characteristics must be guaranteed to meet or exceed EIA/TIA standards

**2.16.2.2 Optic Fiber Tests (If applicable)**

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

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

2.16.2.2.3 Applicable fiber shall comply with the appropriate category in TIA-568-C.3 and meet the following macrobend specification:

Bend Radius	Strands	Induced Attenuation (dB)	
		850 nm	1300 nm
37.5	100	≤ 0.05	≤ 0.15
15	2	≤ 0.1	≤ 0.3
7.5	2	≤ 0.2	≤ 0.5

**2.16.2.3 Wireless System Tests**

Each remote unit shall maintain no lower than a 95% connection rate with a network utilization no lower than 15%. The wireless system shall appear transparent to the end users attached to the wireless equipment. The system

shall not be adversely affected by interference from other radio frequency signals or due to fading of the wireless signal.

A printout of the link test to each remote unit shall be provided. The testing results shall be provided in electronic form (CD or E-mail) prior to the final walkthrough inspection.

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

## **2.17 PERMITS AND LICENSES**

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

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

## **2.18 INSURANCE**

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

## **2.19 PATENTS AND ROYALTIES**

The Bidder, without exception, shall indemnify and save harmless, M-DCPS and its employees from liability of any nature or kind, including cost and expenses for

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

## **2.20 LIQUIDATED DAMAGES**

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

## **2.21 CONTRACT MANAGER**

- 2.21.1 The contractor shall designate an individual acceptable to M-DCPS to perform the contractor's program management function. The Contract Manager shall provide a single point interface between M-DCPS and the contractor on all matters concerning the contract. The contract manager shall provide on demand status/progress reports and attend monthly status meetings throughout the contract period as required by M-DCPS.
- 2.21.2 After award of contract, the Contract Manager shall be in residence in South Florida and shall be available to M-DCPS on a schedule that shall be mutually agreed to by M-DCPS and the contractor.
- 2.21.3 An M-DCPS, ITS and ISS Supervisor shall designate an ISS Bid Administrator to manage the contract for M-DCPS.
- 2.21.4 For individual projects The ISS Project Manager shall inspect all installation materials and workmanship and ensure contract compliance for final acceptance. The wiring contractor's Contract Manager shall interface with and cooperate with M-DCPS ISS Project Manager, the construction project manager and the equipment contractor.

## **2.22 ADDITIONS OR CHANGES DURING INSTALLATION**

- 2.22.1 The Contract Manager or contractor shall not accept requests or agree to perform services beyond the contract requirements from persons other than authorized personnel of M-DCPS, ITS. All requests for additions and/or changes shall be directed to and handled by authorized personnel of M-DCPS ITS, ISS.
- 2.22.2 M-DCPS, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions.
- 2.22.3 The cost or credit to M-DCPS resulting from a change in the work shall be determined in one of the following ways:
- 1) By mutual acceptance of a properly itemized lump sum amount supported by sufficient substantiating data to permit evaluation, if not listed in the Contract Documents.
  - 2) By unit, prices stated in the Contract Documents or subsequently agreed upon.

## **2.23 FAMILIARITY WITH LAWS**

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

## **2.24 INDULGENCE**

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

## **2.25 SUB-CONTRACTS**

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

## **2.26 EMPLOYEES OF THE CONTRACTOR AND SUB-CONTRACTOR**

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

## **2.27 TECHNICAL INFORMATION**

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

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

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

- a) There shall be a minimum of three conduits of a minimum of 2" diameter from the main equipment room to each satellite room or wiring closet. The actual quantities and sizes of the conduit shall be reviewed by ISS for adequacy during the design phases of the project.
- b) No conduit smaller than ¾ inch shall be used to any voice or data outlet.
- c) Note that voice and data cable may share conduit.

2.27.3 Wire termination at the various equipment rooms and wiring closets shall be as follows:

- a) There shall be three panels in the main equipment room that shall be the main distribution frame (MDF). In an elementary school all panels are category 5e patch panels. In a secondary school the voice panel is a punch-down and the others are category 5e patch panels.
- b) All jacks shall be hard wired to their respective panels.
- c) All copper pairs used for voice and data shall be protected at both ends of the cable if the cable leaves and enters a building.
- d) At the MDF the voice panel shall be hard wired to the cable protectors. Data cables will terminate on category 6 RJ 45 patch panels.
- e) The fiber optic cable shall be terminated in a suitable interface unit that provides for fan-out of the strands and termination in LC-type (single mode) and SC-type (multimode) connectors. The number of strands and arrangement of separation and fan-out shall be approved by ISS .

2.27.4 Cable management shall be included in all installations to neatly organize all patch cables at each intermediate distribution frame (IDF) and MDF locations. Patch Cables should be of appropriate length for cabinet, rack or shelf where applicable.

## **2.28 INSTALLATION PRACTICES**

2.28.1 All wiring and terminations shall be installed according to the best industry practices and manufacturer's specifications. Cable not in conduit shall meet fire codes and all cable shall be neatly run and have proper mechanical protection. Cables shall be supported by bridle rings and ties to permanent supports. *In any new installations fiber optic cable shall be continuous, without splices. All horizontal cable and fiber shall be plenum rated. All cable in raceway concealed in concrete slab on grade or buried below shall be deemed wet and outdoor water resistant cable & is required. All fiber shall be Indoor/Outdoor Plenum rated.*

2.28.2 It is agreed and understood that the installation work may require mechanical work such as removal of ceiling tiles, drilling holes in walls and floors and similar changes to an existing building or site. Contractors shall restore such disturbed areas as close to the original condition as possible. Note that some buildings may have interlocking tile ceilings as well as drop-in type ceiling tiles. Tiles damaged by the contractor shall be replaced by the contractor, at no cost to the Board.

2.28.3 All wiring shall be concealed to the maximum extent practical. When retrofitting existing systems, existing conduits, floor ducts and power poles shall be used where possible. This will require the removal of existing wiring and replacement with new wiring.

2.28.4 At retrofit locations, the existing systems shall be maintained in operation to the maximum extent possible, while the new systems are being installed. It is understood that there may be reductions in service and that various locations may be out of service while they are being replaced. It will be necessary to cooperate with the building

personnel to reduce interruptions to a minimum.

2.28.5 Prior to performing any work the contractor and the Board's representative shall determine if a hazard exists. If, during the work, asbestos is suspected or discovered the contractor shall immediately notify the Board's safety office and designated Board personnel. If there is a hazard all work will stop at that location until the hazard is removed by the Board.

2.28.6 No PVC conduit shall be used above ground but may be installed underground. If PVC is installed underground it shall be no smaller than 1" diameter and shall be schedule 40 type. Metal conduit shall be used at the end of underground PVC where the run leaves the earth and enters a building, if it enters through an outside wall and is exposed.

2.28.7 Conduit shall be mounted ten feet above the floor or as high as practical if the ten feet height is not possible.

2.28.8 The types of conduit and the locations where each type may be used shall be governed by Miami-Dade County Public Schools Master Specifications, see Master Specifications, Divisions 13, 16 and Appendix A. This document can be found at <http://facilities.dadeschools.net/2013-designCriteria-arch.asp>

## **2.29 ADDITIONAL TECHNICAL REQUIREMENTS**

2.29.1 The system shall include software that will provide diagnostic, troubleshooting and other related management capabilities. A detailed list of the features of this software should be provided with the Bid Proposal.

## **2.30 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.

## **2.31 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. 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 District operations and with proper consideration of others on site. Upon completion of the installation, the location and the surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

### **2.32 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.

### **2.33 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.

### **2.34 STUDENT DATA PRIVACY**

Awardees understand and agree that it is subject to all School Board rules, state, and federal laws relating to the confidentiality of student information. Awardees further agree to comply with the Family Educational Rights and Privacy Act ("FERPA"). Awardees shall treat all student information as confidential and shall not disclose this student information to any third party.



## 2.35 EMPLOYEE DATA PRIVACY

Awardees agree that should it come into possession of the Social Security Number, Address and/or current personnel evaluation regarding any employee of the Miami-Dade County Public Schools, it will not release such information to any third party without first giving written notice of such intended action to the School District.

## 2.36 SECURITY AND CONFIDENTIALITY

2.36.1 Contractors, providers, and partners employed by agencies or acting on behalf of agencies shall comply with the rule, guidelines, agency security policies, and employ adequate security measures to protect agency information, applications, data, resources, and services. Contractors/Vendors are required to notify the customer/agency within 24 hours of a suspected or confirmed data breach.

## 2.37 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.

## 2.38 REQUEST FOR QUOTATION PURCHASES:

The awarded bidder(s) shall be approved to participate in Request for Quotations (RFQ) per project or as may be required by the District. The awarded bidder(s) shall be invited to offer a firm-fixed price for item(s), as specified. These prices must remain firm-fixed for a minimum of 180 days as per the RFQ but **shall never exceed the bidder(s) originally submitted itemized pricing nor will any percentage discount be reduced in any manner**. Awarded vendor(s) will be placed in a database per category and shall be contacted via fax, letter, E-mail or other electronic methods for quotes by District personnel. Awarded vendors(s) will be invited to offer quotes, based on their awarded categories. The amount of awarded vendors contacted for spot market quotes shall be at the sole discretion of the District. Results may be posted to the Internet and District Shopping Cart. Schools and District Offices will utilize these prices to make selections based on the specifications required at their site. All quotes submitted shall be FOB Destination and shall be inclusive of all packaging, shipping and handling costs.

## 2.39 E-RATE PROGRAM PARTICIPATION AND INVOICING PROCEDURES

- A. Where M-DCPS purchases are made using available E-rate funding, the selected Contractor will be required to submit their Service Provider Invoice ("SPI") to the District after services and/or equipment have been delivered, installed and are operational but before any submission to the Universal Service Administrative Company ("USAC") for reimbursement.
- B. The SPI will be a complete invoice of all services and equipment and will reflect all charges to M-DCPS and to USAC. This single and consolidated invoice will contain a comprehensive itemized breakdown of all charges and clearly set forth the appropriate percentage of payments due from USAC and M-DCPS respectively.

- C. The SPI will also be required to show an itemized breakdown of all eligible and ineligible equipment and/or services being procured in accordance with the corresponding M-DCPS purchase order.
- D. The Contractor will only be permitted to submit an SPI for reimbursement to USAC once MDCPS has reviewed and has returned a signed approval of said SPI to Contractor. All SPIs will be reviewed within 14 calendar days of receipt by the MDCPS Director of the E-Rate Program.
- E. If, in the course of M-DCPS' review of any SPI, M-DCPS finds any variances between those items delivered and those for which a bill is being submitted, the MDCPS E-Rate staff will notify the Contractor that they have not approved the SPI and will indicate which items need to be modified. Once any variances are corrected, the Contractor must resubmit the SPI to the M-DCPS Director of the E- Rate Program for their approval. M-DCPS will again have 14 calendar days to review the SPI.
- F. Contractor agrees that, at any time, M-DCPS is free to verify with USAC that only those MDCPS approved SPIs have been submitted to USAC for reimbursement. Any indication that non-approved SPIs have been submitted to USAC will be considered a material breach of the terms of the bid. Additionally, M-DCPS will, upon becoming aware of any non-approved SPI submissions, notify USAC so that they may take any additional steps available to them to prevent waste, fraud, and abuse within the program.
- G. Damages assessed to the Contractor for submission of a non-approved SPI may include and are not limited to suspension of the contract, termination of the contract, damages in the amount of the overpayments made to Contractor by M-DCPS or USAC, or suspension or disbarment from participation in the E-Rate program. In no way shall this bid modify or limit the rights of USAC against the Contractor.

#### **2.40 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.

**2.41 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER**

In no more than two (2) pages, the Bidder must include the following information within the submitted proposal. Failure to meet any of the minimum requirements outlined below may deem your bid submittal non-responsive:

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida (SunBiz).		
c. Please submit written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system) through a valid email address.		
d. Bidder's Insurance Documentation listing MDCPS AS Additional Insured		
e. Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
f. Three (3) references from companies, past or present (not including MDCPS) with similar work performed. These may include other School District, governmental agencies or other large commercial establishments within the past three (3) years		
g. Provide at least three (3) years proof of experience working with a large entity, such as a various governmental agencies, and/or private industry, etc.		
h. Evidence of employee qualifications having provided services to governmental agencies and/or private industry, etc. such as certifications and/or past job history.		
i. Provide list of employees classified as Installer, Technician, Project Manager who have provided services to governmental agencies and/or private industry, etc.		
j. This ITB requires a SBE/MBE goal participation rate of 15%. All bidders MUST provide documentation of their firm's SBE/MBE certification from the District's Office of Economic Opportunity and/or provide documentation of their firm's partnership with a SBE/MBE certified firm to meet this requirement.		
k. Submit all the required bid proposal forms (Exhibits 1 thru 8)		

**Failure to provide documentation or a response to this section may deem your bid non-responsive**

### **SECTION 3.0 - PRICE PROPOSAL LIST**

[Signature is required at the end of this Section 3.0]

**BIDDER MUST READ THIS SECTION IN ITS ENTIRETY AND ACKNOWLEDGE RECEIPT OF THIS SECTION BY SIGNATURE ON FOLLOWING PAGE**

Bidder must complete this section in its entirety, and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this ITB.

The fees quoted are to include all expenses (including packaging, shipping and handling) for the products proposed. The Total Fees proposed will be firm and fixed for the life of the contract, a period of two (2) years, with three (3) one-year contract extensions.

**Please note, prices are requested in units of quantity specified in the Bid's Scope of Work. In case of discrepancy in computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B ("Free on Board") destination, freight prepaid (bidder pays any freight charges). Bidder(s) owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Bid Proposal and/or RFQ and shall be received by the designated agent of the Board.**

**Furthermore, the Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption does not apply to purchases of tangible personal property made by contractors, who use the tangible personal property in performance of contracts, for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.**

Below are details to consider in proposing total fees for the itemized price proposal:

The Bidder must respond to this entire ITB meeting all service /equipment requirements and specifications listed within, including but not limited to all services, materials, training, maintenance and fees.

All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this ITB.

#### **BIDDING OPTIONS**

Bidders are eligible to submit pricing for bid items as it relates to the entire M-DCPS District. When applicable, estimated quantities presented in the single district price bids are for evaluation purposes only and are not representative of the amounts that will be ordered by the District.

### 3.1 Price Proposal - Single District Price Bids

All bidder(s) must ensure that they complete entire Price Proposal Form to be considered for award. Information must be complete in all of the required fields, with absolutely no other marks. No changes to the units of measure will be acceptable.

In addition, all responding bidders must provide an itemized list of parts, accessories and consumables related to the performance of the services outlined in the ITB and shall attach as an addendum to this Price Proposal Form. Price, proposed discount rate and final unit price must be included.

**Warranties:** 3-Year Warranty shall, as a minimum requirement, be offered and shall be used as the standard for all purchases made by the District, unless otherwise specified by District personnel.

The successful bidders shall submit the most creative approach to providing a quality solution, as well as economical installation. The District will pre-qualify one or multiple lowest, responsive, responsible bidders who meet or exceed all requirements of this ITB and that provide the lowest firm fixed prices (Table 1). Tables 2 -,3 and 4, although not being used for evaluation of this bid, must be completed by all potential bidders.

All bidders are also advised that they must submit an addendum to this Price Proposal Form outlining all potential resources, materials, and consumables that may be used in the performance of the services outlined herein. Bidders are advised that they must identify the Job Description, Hourly Wage, Discount Percentage and the Hourly Wage with Discount Included for those resources.

**TABLE # 1 - LABOR RATES (FIRM-FIXED PRICING)**

**\*\*For Table # 1 only, the lowest bidders will be identified as the responsive and responsible bidder(s) who provide the lowest hourly wages in table 1 for the resources that are necessary in the performance of this contract. For the sake of clarity, the School Board will not pay travel and expenses and it must be included in the calculations of labor rates as a blended hourly rate. Bidders should keep that in mind when submitting pricing.**

Item #	Description	Estimated Quantities	Hourly Wage	Discount Percentage	Hourly Wage with Discount included	Extended Price
1	Additions, Moves and Changes (AMC) Labor	10,000 Hours	\$ _____/Hr	_____ %	\$ _____/Hr	\$ _____
2	Project Manager	10,000 Hours	\$ _____/Hr	_____ %	\$ _____/Hr	\$ _____
3	Cable Install Technician	10,000 Hours	\$ _____/Hr	_____ %	\$ _____/Hr	\$ _____
4	Apprentice (all levels)	10,000 Hours	\$ _____/Hr	_____ %	\$ _____/Hr	\$ _____
5	Site Survey Technician	10,000 Hours	\$ _____/Hr	_____ %	\$ _____/Hr	\$ _____
6	Warranty Repair Technician	10,000 Hours	\$ _____/Hr	_____ %	\$ _____/Hr	\$ _____
<b>(Calculate Total by multiplying the estimated quantities against the hourly wage with discount included and add items # 1-6)</b>				<b>Total:</b>	<b>\$</b>	

**Table 2: Catalog Discounts:** Bidder(s) shall indicate the percent of discount off the manufacturer's most recent published price list or catalog, no exceptions to this requirement will be accepted. A copy of the catalog or list must be supplied with this bid in an Excel format on a Memory Stick or CD that stipulates the catalog pricing, itemized descriptions, parts/SKU numbers, units of measure, manufacturer price and M-DCPS price with catalog discount applied. Provide a list of all available manufacturer items. Failure to do so may deem your bid response, non-responsive. The manufacturers listed below reflect product standardization within the District. Only those specified manufacturers or their functional equivalent will be considered. An updated pricing list from each awardee may be requested at the District's discretion to include new OEM products and services in the best interest of the District.

ITEM	Manufacturer or Equivalent with equal or better functionality (Percentage Discount Off Catalog/List: For additional OEM parts as may be required.)	Catalog Discount off of Manufacturer's Price
1	Hewlet Packard/Aruba	% _____
2	Fortinet/Meru	% _____

**TABLE # 3 – Materials & Consumables (COSTS PLUS)**

Description	Percentage above actual costs
MATERIALS & CONSUMABLES (COSTS PLUS)	_____ %

\*\*For Table # 3 all bidders are to provide a mark-up percentage on top of the actual costs of the consumables and materials necessary for the performance of this contract. Bidders must supply actual costs with supporting documentation when bidding in future RFQ's. This table is for informational purposes only and shall not be used during the evaluation of this bid but must be completed.

**TABLE # 4 – Purchase Order Size Discounted Pricing**

Purchase Order Value	Discount %*
Less than or equal to \$5,000	Standard Discount (X.X)%
Greater than \$5,000 and less than or equal to \$10,000	%
Greater than \$10,000 and less than or equal to \$15,000	%
Greater than \$15,000 and less than or equal to \$20,000	%
Greater than \$20,000 and less than or equal to \$30,000	%
Greater than \$30,000	%

\*Discounts shall be expressed as a percentage (%) and fractional percentages shall be expressed to no more than tenths (x.x %) of a percent.

**\*\*For Table # 4, in addition to the discounts being offered from the hourly wages (Table 1), catalog discounts off of OEM pricing (Table 2) and the percentage mark up (cost plus) for consumables and materials, (Table 3), Table 4 represents additional discounts offered by bidders on a per project basis by size. This will be used as part of the calculation which will form the basis for awarding future RFQ's that is spawned as a result of this ITB. Bidders are warned that they may not exceed the submitted prices in Table 1, cannot decrease the manufacturer catalog discount in Table 2, cannot increase the cost-plus percentage in Table 3 or decrease the discount percentage in Table 4 during the RFQ process; however, they may offer the District additional incentives and discounts during the RFQ process. This table is for informational purposes only and shall not be used during the evaluation of this bid but must be completed.**

The successful awarded Bidder(s) must offer **all** of the products/services being requested in the bid in order to be pre-qualified under this ITB. Bidder(s) shall meet all product/service requirements and specifications listed within, to include furnishing all labor, supervision, equipment and materials necessary for this work. All pricing shall also be inclusive of shipping, handling and packaging fees.

The information in this ITB is to be utilized solely for the evaluations of the lowest responsive and responsible bidders and does not constitute any minimum order quantity commitment by the District to procure any product in any volume or with any specific manufacturer or reseller.

**For this Section 3.2 – PRICE PROPOSAL LIST:**

\_\_\_\_\_  
*Signature of Bidder's Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Printed Name:*

\_\_\_\_\_  
*Date:*

## SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This section identifies the format to be followed in assembling a response. Bidders must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Bidders are instructed to indicate a response to ALL requirements and specifications contained in this section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Bids that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this ITB.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this section of the ITB may result in proposal being considered non-responsive.

### 4.1 CONTENTS OF PROPOSAL

All bids must contain the following tabs/sections:

1) Cover Page

**Exhibit 1** found in Section 6 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Bidder submitting the proposal.

2) Table of Contents

The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

Provide a brief summary of no more than two (2) pages, describing the basic services offered, experience and qualifications of the Bidder, staff and any other relevant information.

4) Technical Qualifications

Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0** of this ITB using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in the proposal being considered non-responsive.

5) Qualifications of the Bidder including Corporate Past Performance & Key Personnel



Provide a response regarding the Bidder's qualifications, including but not limited to the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby resumés of Key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

6) Price Proposal List

The Price Proposal List, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of the Proposal. If awarded a contract, the Bidder will be asked to submit a Bidder registration packet that will include all of the forms listed in **Section 6.0**.

Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees

#### 4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete bid in a three (3) ring binder, one (1) complete electronic version on CD or memory stick.** See Section 1.9.
- (2) All bids must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers, that clearly identify the proposal subject, due date and Bidder's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Bidders shall include their complete name, return address, and telephone number on the left upper side of mailing label. The ITB title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

#### 4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the bids are opened.

## **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  
Procurement Management Services  
Attn Melody Thelwell, MPA  
Chief Procurement Officer, Procurement Management  
School Board Administration Building  
1450 NE 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132

ITB No.: ITB-16-012-MT

ITB Title: Wireless Networks Telecommunications (Maintenance, Repair & New Installation)

Proposal Due Date: Tuesday, January 10, 2017, by 2 p.m. EST (local time)

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## SECTION 5.0 - EVALUATION/SELECTION PROCESS

### 5.1 COMPETITIVE ITB PROCESS

- (a) The selection process under this ITB shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at:

[procurement.dadeschools.net](http://procurement.dadeschools.net)

- (b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive ITB process.

### 5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2. Please note, Procurement staff may apply scoring incentives for all registered SBE/MBE vendors and/or vendors claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

### 5.3 PRICE PROPOSAL LIST

A completed price proposal list is required under this ITB at the time of proposal submission, the signature form in Section 3.0 Price Proposal List must be signed by an authorized party and be submitted with the proposal package. See **Section 3.0 – PRICE PROPOSAL LIST**.

### 5.4 AWARD

Contract award shall be made to one or more lowest, responsive and responsible bidder(s), whose proposal meets or exceeds all of the requirements and is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Procurement Department to the School Board.

In this ITB Process, the award decision will be made by the School Board, whose decision shall be final.

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## SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Bid Submittal Receipt Form

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**EXHIBIT 1  
Cover Page For Proposal**

<b>BIDDER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF BIDDER'S CONTACT PERSON:</b>		
Name: _____ Title: _____		
<b>TELEPHONE:</b>	<b>FAX:</b>	<b>E-MAIL ADDRESS</b>
(____) _____	(____) _____	_____
<b>BIDDER'S ORGANIZATIONAL STRUCTURE:</b>		
____ Corporation    ____ Partnership    ____ Proprietorship    ____ Joint Venture		
____ Other (Explain) _____		
<b>IF CORPORATION:</b>		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<b>BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT</b>		

**Exhibit 2**  
**ACKNOWLEDGMENT OF AMENDMENTS**

**Instructions:** 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.

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\_\_

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**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: \_\_\_\_\_

**Exhibit 3**



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.*

<b>THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:</b>	
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): _____	
BUSINESS NAME:	_____
CONTACT PERSON:	_____
ADDRESS: <i>(Include City State &amp; Zip Code)</i>	_____
FEIN <i>(Federal Employer Identification Number);</i>	Length of Time at Address Provided: _____
	Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other <i>(Specify):</i> _____
PHONE:	(     )                      FAX: (     )
E-MAIL ADDRESS:	_____
<p><b>ATTESTATION - I understand that:</b></p> <ul style="list-style-type: none"> <li>• In accordance with School Board Policy <u>6320.05</u>; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> 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. <b>Mark applicable box and attach support document(s).</b></li> <li>• To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.</li> <li>• The preference does not apply to goods or services exempted by statute as reflected in Policy <u>6320</u>, or prohibited by Federal or State law, or other funding source restrictions.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The above information may be subject to verification.</li> <li>• A vendor 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 <u>6320.04</u>.</li> </ul>	

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

FM-7138 Rev. (03-13)

**Exhibit 4**  
**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

**All Bidders must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."**

**Failure to do so will result in the proposal submitted being considered non-responsive and, therefore, not considered for award.**

Bid or Contract No. \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:**

1. The business addresses of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.



5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
  
6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearing is attached to this statement.

\_\_\_\_\_  
Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 5  
BIDDER EXPERIENCE**

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Prime Bidder:

\_\_\_\_\_

Client Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Client Contact name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

Email:

\_\_\_\_\_

Is Client a School District? (Yes\_\_\_ No \_\_\_)

**Duration of Client Relationship:**

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_ for \_\_\_\_\_ Total Years.

**Additional information (attach pages as necessary):**

Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

**Exhibit 6**  
**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 BIDS

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 of 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: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) \_\_\_\_\_

BY: NAME TYPED \_\_\_\_\_

TITLE: \_\_\_\_\_

**Exhibit 7**  
**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460, which may be accessed at <http://www.dadeschools.net/schoolboard/rules>, all bidders and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, Bidder or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)**

Bidders are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**  
**(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Policy 6460, which may be accessed on the school website at [dadeschools.net/schoolboard/rules](http://dadeschools.net/schoolboard/rules) all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

<b>NAME</b>	<b>LIST OF POSITIONS</b>	<b>DATES EMPLOYEE HELD POSITION</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DISCLOSURE OF CONFLICT OF INTEREST**

**(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)**

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net). Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No  Yes  If answer is yes, please complete the following:

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name: _____ •		
Name: _____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

**EXHIBIT 8  
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.

<b>ITB Name and Number:</b>	ITB16-012-MT, Wireless, Telecommunications (Furnish and Install, Voice and Data
<b>ITB Due Date:</b>	Tuesday, January 9, 2017
<b>Bidder Name and Address:</b>	
<b>Bidder's Date and Time of Submission:</b>	
<b>Authorized Bidder's Signature:</b>	
<b>Procurement Management Staff Name and Signature:</b>	
<b>Verify Date and Time of Bidder's Submission:</b>	