



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

**SEALED BID NO:** ITB-19-003-DP

**TITLE:** Wiring

**DESCRIPTION:** The purpose of this Invitation to Bid (ITB) is to establish a contract with preapproved vendors to furnish materials and labor to install wiring for voice and data systems, and to provide underground conduit and raceway for Miami-Dade County Public Schools.

**TERMS:** Three (3) year initial term, with two (2) one (1) year options to renew, and an additional ninety (90) days, if needed.

**ITB RELEASE DATE:** Friday, October 18, 2019

**PRE-BIDDERS CONFERENCE DATE/TIME:** Wednesday, October 23, 2019, at 11 a.m. EST

**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:** Wednesday, October 23, 2019, at 5 p.m. EST

**BID DUE DATE/TIME:** Thursday, November 7, 2019, at 2 p.m. EST

**PUBLIC OPENING OF BIDS:** Thursday, November 7, 2019, at 2 p.m. EST

**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:** Delvin M. Padilla, SPSM  
Procurement Analyst  
Phone: (305) 995-2339  
Fax: (305) 995-2307  
Email: dpadilla@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 provide a world class education for every student.

#### **MISSION**

To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

#### **CORE VALUES**

##### **Excellence**

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

##### **Equity**

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

##### **Student Focus**

We singularly focus on meeting our students’ needs and supporting them in fulfilling their potential.

##### **Innovation**

We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

##### **Accountability**

We accept responsibility for our successes and challenges and seek to transparently share our work in an ethical manner, as we strive towards continuous improvement.

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

M-DCPS is seeking bids to establish a contract with preapproved vendors to furnish materials and

labor to install wiring for voice and data systems, and to provide underground conduit and raceway for Miami-Dade County Public Schools.

The selected Bidders will be awarded a three (3) year agreement, with two (2) one-year (1) options to renew, and an additional ninety (90) days, if needed) 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, October 18, 2019
Pre-Bid Conference date, time and place:	Wednesday, October 23, 2019 at 11 a.m. EST, 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:	Wednesday, October 23, 2019 at 9 a.m. No later than 5:00 p.m. (Local Time) Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of Bids:	Thursday, November 7, 2019 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	December 11, 2019
Projected Contract start date:	July 1, 2020

### 1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Delvin Padilla Procurement Analyst
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	dpadilla@dadeschools.net
Telephone:	(305) 995-2339
Fax:	(305) 995-2307

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 Proposals (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 proposals. 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. Please email your request to Delvin Padilla, Procurement Analyst, at [dpadilla@dadeschools.net](mailto:dpadilla@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 three (3) year with two (2) successive options to renew of one-year each, and an additional ninety (90) days, if needed, 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). Proposals must be submitted in the following format:

- **One (1) unbound original proposal, with all attachments and original signatures.**
- **One (1) bound copy of the original proposal.**
- **One (1) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format**

All proposals must be submitted on 8-1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal 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 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: Delvin Padilla  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals 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. **Proposal 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.**

Proposals 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 proposal by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

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

A pre-proposal 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**, 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 the 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 1.4**.

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 a 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 proposals (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, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS**

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

In Exhibit 9 of this solicitation, the sample certification documents have been included for your firm's review and completion.

All small/micro, minority/women and veteran certifications must be completed online using the following link:

<http://oeo.dadeschools.net/certification.asp>

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement.

A current list of certified small, micro, veteran and minority/women firms can be found online at:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?>  
<https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enter into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: <http://miamidadeschools.diversitycompliance.com>. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at [OEO@dadeschools.net](mailto:OEO@dadeschools.net) for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

For more information on getting certified, please contact 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 local businesses, the tie shall be broken as delineated in School Board 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 proposals 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 two (2) business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

### **1.17 LATE PROPOSALS, 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 proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals 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 proposals 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	Bidder Experience
Exhibit 6	Anti-Collusion Statement

Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents

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 proposals 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, proposals would be available for public inspection after opening of proposals, 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 Procurement Management Services' website <http://procurement.dadeschools.net>, under the tab,

“Notice of Intended Action.”

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 proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date 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: [Dllopiz@dadeschools.net](mailto:Dllopiz@dadeschools.net)  
[celiarubio@dadeschools.net](mailto:celiarubio@dadeschools.net)

## **1.25 NOTICE OF AWARDS**

The Board reserves the right to reject any and all proposals, 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 Procurement Management Services’ website no later than the Friday preceding a regularly scheduled Board meeting. The website address is as follows: <http://procurement.dadeschools.net>, under the tab of “Notice of Intended Action.”

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 Proposer 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. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320.04, *Contractor Discipline*. 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, *Purchasing*.

### **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**

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine Law, pursuant to Florida Statute § 286.011 and to make available for public inspection and copying any information received in response to an ITB, in accordance with Florida Statute § 119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the Bidder would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

### **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 date certain 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 Board Policy 6320.04, *Contractor Discipline* – 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**

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to, and form a part, of **ITB-19-003-DP**.

To the fullest extent permitted by law, the Vendor 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 Vendor’s performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct or other persons employed or utilized by the Vendor in the performance of this Agreement. 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 AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor to furnish the greatest amount of indemnification allowed under Florida Law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor 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**

The Vendor 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 Vendor's performance under this Agreement.

### **1.40 INSURANCE REQUIREMENTS**

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

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

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

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

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

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

or

- b) With respect only Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor of The School

Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

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

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

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1501 N.E. 2nd Avenue, Suite 335  
Miami, Florida 33132

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

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

#### **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 PROPOSALS**

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 proposals 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 Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

#### **1.45 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION**

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 *Commercial Anti-Discrimination, Diversity, and Inclusion*. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

#### **1.46 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.

#### **1.47 INVOICING AND PAYMENTS**

The Contractor shall submit invoices for payment reimbursement based on actual expenditures, no later than the 10th of the month following the month of services provided and/or items delivered. Payments will not be authorized until the District's designated staff has reviewed and approved a properly completed invoice with supporting documentation. Invoices shall be submitted to M-DCPS, Attn: Account Payable, 1450 NE 2nd Avenue, Suite 602, Miami, FL 33132, and with electronic copies to [mdcpsvendorstatements@dadeschools.net](mailto:mdcpsvendorstatements@dadeschools.net) referencing the applicable District issued purchase order (PO) number.

#### **1.48 FINANCIAL CLOSEOUT**

The Contractor shall submit the final invoice for payment to the District's Accounts Payable within forty-five (45) from the end of the Contract term. If the contractor fails to do so, all rights to payment may be forfeited and the District may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the resulting contract may be withheld until all reports and/or deliveries due from the Contractor and necessary adjustments thereto have been approved by District designated staff.

#### **1.49 AMERICAN WITH DISABILITIES ACT, IF APPLICABLE**

Proposer agrees and warrants that its services and/or products comply with Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973,

along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Proposer further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of the Proposer's failure to comply with this requirement.

#### **1.50 POST-AWARD DEBRIEFING**

Any bidders/proposers, upon its written request received by the District seven (7) days after a Board award has been made for this said solicitation shall be debriefed and furnished the basis of the selection decision and contract award. The debriefing of successful and unsuccessful bidders/proposers may be done orally and/or in writing, which includes but is not limited to a review of tabulation sheet and reasonable responses to relevant questions about the source selection procedures.

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## SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the 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 seeking bids to establish a contract with preapproved vendors to furnish materials and labor to install wiring for voice and data systems, and to provide underground conduit and raceway for Miami-Dade County Public Schools. The wiring includes copper wires and cables of various sizes, optic fiber cable of various sizes. Installation may be underground or above ground and may or may not be in conduit. Services and equipment may be required at designated district-wide school sites.

**The agreement between the successful proposer(s) and the Board will be non-exclusive. Furthermore, this ITB has an SBE/MBE participation goal of 5%.**

**For firm fixed pricing, catalog discounts and/or preapproved vendor bids, it is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated previously. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices. Therefore, the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial contract term or each extension period to be valid for the upcoming contract extension period. This price adjustment is subject to approval by M-DCPS.**

**All requests for price adjustments must be submitted in writing to M-DCPS Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify all requests as deemed to be in the best interest of M-DCPS with appropriate documentation provided to the awarded bidder(s). If mutually agreed upon, the price adjustment(s) shall be valid for the next contract and/or extension period unless the adjustment period is otherwise stated and approved by M-DCPS Procurement Management Services. Awarded bidder(s) who are granted price adjustments must make these price adjustments valid for the contract extension period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by school system personnel.**

### 2.2 SCOPE OF WORK

The District is seeking bids to establish a contract with preapproved vendors to furnish materials and labor to install wiring for voice and data systems, and to provide underground conduit and raceway for Miami-Dade County Public Schools. The scope includes the purchase and basic maintenance (BMIC) copper wires and cables of various sizes, optic fiber cable of various sizes, racks and cabinets, patch panels, lightguide interconnect units (LIU), grounding and protectors, backboards, electrical boxes and wiring, electrical outlets, conduit, cable raceway. Installation may be underground or above ground and may or may not be in conduit. Installation may be underground or above ground and may or may not be in conduit. Services and equipment may be required at

designated district-wide school sites.

- A. In order to assist Vendor(s) in understanding the wiring and conduit arrangements used by MDCPS, see the Master Specifications, Divisions 13, 16 and Appendix A. The following link is provided for downloading documents:  
<http://facilities.dadeschools.net/2013-designCriteria-arch.asp>
- B. The notes are intended to show M-DCPS standards and are based on Electronic Industries Association/Telecommunications Industries Associates (EIA/TIA) standards 568 and 569 and field experience. The notes were originally developed to assist architects and engineers who had little or no experience with telecommunications wiring. Each installation must be designed based on the concepts in these notes. Each installation must be coordinated with ITS, Infrastructure and Systems Support (ISS) project managers. Suggestions to improve these concepts and to reduce costs are solicited.
- C. Normally in new construction, the conduit with pull-strings and backboards for voice and data will be installed by electrical subcontractor(s) to the general contractor. The wiring contractor(s) shall carefully inspect the conduit work for adequacy and inform the ITS, ISS project manager of any needed changes. In the event that conduit and backboards are required but have not been supplied by the general contractor or electrical sub- contractor, the wiring contractor shall be responsible for installing conduit and backboards in addition to the wiring. In existing buildings, the wiring contractor shall be responsible for installing needed conduit and backboards in addition to the wiring.
- D. The contractors that will install the various systems equipment will inspect the wiring and report any required changes to the ITS, ISS project manager. The wiring contractor, the equipment contractor, ISS project manager and construction project manager shall cooperate with each other to resolve any problem involving wiring.
- E. It is recognized that schools may have different architectures and may require different quantities of material. Vendor(s) shall submit price sheets giving unit costs for material and associated installation labor. After award of contract, the contractor shall provide a detailed list of materials and labor for each project. The wiring contractor shall provide timeframes, riser diagrams, line items, fiber and copper cable specifications and scope of work, which shall be reviewed and approved by ITS, ISS. No work shall be started before approval by ITS, ISS.
- F. Scheduling of visits to the various schools shall be coordinated by ITS, ISS in order to insure adequate access for the visitors and to minimize disruptions at the schools.

### **2.2.1 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.

## 2.2.2 VENDOR RESPONSIBILITY

- A. Bidders shall have an established business in Miami-Dade or Broward County with office and staff capable of performing all functions of this bid. Bidder or principal personnel shall have a minimum of seven years' experience in installing telecommunications wiring systems using copper and fiber optic cable, involving several hundred telephones or more, and/or four hundred personal computers or more in a local area network. Bidders shall provide proof of their experience in their bid by submitting a work history showing current projects and projects completed within the past seven years, with dates, clients name and address and phone number, number of telephones and number of computers in that client's project(s). Bids that do not include such proof shall be considered non-responsive.
- 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.
- C. Employees of the vendor must be technically competent and able to perform the work. Employees must display at all times, photo identification when visiting an M-DCPS site and obtain the proper M-DCPS visitor's badge where applicable.
- D. Employees of the vendor must cooperate with M-DCPS site personnel, to minimize disruption to the school or site operations during state mandated testing periods.
- E. Vendor(s) shall have an agreement with the manufacturer of the cabling hardware that indicates the wiring bidder is a certified installer of the hardware being offered and both the manufacturer and the bidder are jointly responsible for the warranty agreement (proof shall be included in the bid). Bids that do not include a copy of the extended warranty agreement will not be considered. This requirement shall also apply to Vendor(s) who function as both manufacturer and installer of the cable systems. Vendor(s) that bid wire and/or cable of one manufacturer and connection hardware such as jacks, panels and cross connects of another manufacturer shall include in their bid a letter from the hardware manufacturer that states that in the event the bidder ceases to be in business during the warranty period, that the hardware manufacturer will perform all required actions to meet the warranty requirements.
- F. Vendor must provide on a monthly basis, an updated list of their escalating chain of command with telephone numbers.
- G. For security purposes, the awarded vendor agrees to supply the District a monthly report with an updated list of all technicians (including any subcontractors) that are assigned to service the District and that have been issued ID badges to provide access to District sites. The awarded vendor also agrees that within 24 hours of any assigned technician terminating employment with the vendor or subcontractor of the

vendor, shall notify the District of such termination, either via email or other acceptable forms of communication, as agreed to by the parties.

- H. Vendor agrees to meet on site with ITS personnel, as may be needed, to accomplish resolution of unresolved issues at times and dates arranged by M-DCPS personnel.
- I. Vendor should have in place a plan for rapid response for repairs of systems that must be replaced due to a disaster.
- J. The Contractor shall have in operation a business adequate for and devoted to the installation of Telecommunications wiring systems involving copper wires and fiber optic cable and associated hardware. The intent of this Section is to ensure single source responsibility for all material, and labor proposed by the Contractor.
- K. The Contractor shall manage the installation program, provide transportation, storage of material, testing and installation of all material on an engineer, furnish and install basis. The entire system shall be on a turnkey basis. Various locations are not able to guarantee a secure storage area for the contractors' material, tools, and supplies. Therefore, the contractor shall be responsible for on-site security of his/her material, tools, and supplies until final acceptance.

### **2.2.3 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. Estimation of labor cost shall be based on hours of access to schools being anytime from 8AM to 10PM during the regular workweek.

### **2.2.4 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.

### **2.2.5 REQUEST FOR QUOTE REQUIREMENTS**

M-DCPS ITS/ISS Project Managers will notify vendors by email of initial walk-throughs regarding all request for quotations (RFQ). Vendors who do not show at these walk-throughs and do not have reasons for missing them can be disqualified. It is important 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

**2.2.6 PRICES AND PAYMENTS**

- A. All bid prices shall be F.O.B. destination, delivered, and installed at the site intended in Miami-Dade County, Florida, per specifications.
- B. 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.
- C. The following shall be the payment terms on a per location basis.
- D. 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 ISS project manager.
- E. 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.
- F. 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.
- G. In the event that the obligations and assets of the Contractor are merged or assumed by some other legal entity, the Contractor agrees to provide written notice to M-DCPS or its designee, and M-DCPS shall be given the right to allow the contract to continue under the new ownership or to terminate the contract without penalty. Such election shall be made at the sole discretion of M-DCPS.

**2.2.7 INVOICE AND PAYMENT**

- A. Vendor shall invoice, after acceptance and testing, based on the actual labor hours expended and materials utilized. MDCPS does not pay for travel time. Invoices for Additional Services shall be emailed to M-DCPS, Enterprise Service Management

(ESM), [ESM@dadeschools.net](mailto:ESM@dadeschools.net) . The invoice document shall contain the following information:

1. District's purchase order number
  2. M-DCPS work order control number
  3. Description of work
  4. Start date and completion date
  5. Work location number and name, incident number, where services were rendered
  6. Purchase order line item number MUST match bid line item number and description of materials utilized, quantities and unit prices
  7. Any E-Rate invoices MUST include FRN number, Application number, SPIN number and BEN number.
- B. 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.
- C. Invoices could be e-mailed to [esm@dadeschools.net](mailto:esm@dadeschools.net) in lieu of US Mail. M-DCPS is tax exempt and therefore does not pay taxes.
- D. 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.

### **2.2.8 CONTRACT AWARD**

- A. 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.
- B. 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.
- C. 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
- D. 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 ISS	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

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

M-DCPS may, at option, 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.

**2.2.10 WARRANTY**

- A. 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 (25) years shall be provided to M- DCPS at no additional cost. In the event, defects become evident within the warranty period after date of acceptance, the Contractor shall furnish all replacement parts, materials and labor at no cost to M-DCPS.
- B. The warranty on operation shall be that the system meets the performance standards of the latest TIA/EIA 568-B.2 and B.2.-1 Category 5e and 6 standards. All fiber optic cable shall comply with the ITU-TG.652 and ISO/IEC 793-2 type B1 standards. This shall apply to both horizontal link and channel performance as described in TIA/EIA-568-A Annex E and TIA/EIA TSB 67. All category cabling manufacturers must be able to provide documentation from an independent third-party testing agency that verifies through random sampling that cable components perform at or above the levels contained on their product specification, not simply at or above the standard.
- C. During the warranty period, the contractor shall maintain an adequate supply of spare parts, either on site or at their local service facility.
- D. Craft persons that install the wiring shall be certified by the manufacturers of the

panels and jacks as being qualified to properly install all wiring. The District requires current letters of certification from the manufacturers.

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

- A. After the award of the bid, the contractor shall provide a quote for each project/location, based on bid unit prices that are in excess of \$6,000.00. Projects that are less than this established threshold will be awarded to the lowest, responsive and responsible bidder(s). In addition, the contractor shall provide a basic description of the plan used to develop the list of materials. Bidders are requested to provide in their bid a list of their craftsperson's that are currently employed and will work on this bid. The list shall provide names, dates of certification and certificates and shall be updated as personnel changes occur.
- B. 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.
- C. 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.
- D. Bidders shall state their person-hour labor rates for various skill levels as per line item pricing on Bid Proposal Form.

### **2.2.12 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).

### **2.2.13 MATERIALS AND WORKMANSHIP**

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

### **2.2.14 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 **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

- E. 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
- F. 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.

G. 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:

1. Failure of school principal or site manager's connectivity.
2. Failure of 20% or more ports
3. 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.

#### **2.2.15 TERMINATION OF CONTRACT PROCEDURES**

The termination of contract may occur if the contractor is considered in default as per section 1.26, due to the following issues:

- 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.

#### **2.2.16 M-DCPS APPROVAL**

- A. 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.

- B. 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.

### **2.2.17 ADDITIONAL INFORMATION REQUIRED OF THE BIDDER**

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

- A. The number of support persons on duty during the normal workweek and on weekends.
- B. The extent of the technical training and years of experience of personnel.
- C. An escalation chart for problem resolution.
- D. The location of the bidder's local facility would render impossible performance in accordance with the purposes of the contract.

### **2.2.18 ACCEPTANCE AND TESTING**

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

- A. Copper Wiring Tests (If applicable)
  - 1. Every pair of copper wire 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. 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.
  - 3. Transmission Characteristics must be guaranteed to meet or exceed EIA/TIA standards.

B. Optic Fiber Tests (If applicable)

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. 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.
  
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

4. 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.
  
5. 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.

### **2.2.19 PERMITS AND LICENSES**

- A. 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.
- B. 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.

### **2.2.20 INSURANCE**

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

### **2.2.21 PATENTS AND ROYALTIES**

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

### **2.2.22 LIQUIDATED DAMAGES**

As a result of the contractor's survey and subsequent approval by ITS 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.

### **2.2.23 CONTRACT MANAGER**

- A. 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.

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

#### **2.2.24 ADDITIONS OR CHANGES DURING INSTALLATION**

- A. 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.
- B. 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.
- C. 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.

#### **2.2.25 FAMILIARITY WITH LAWS**

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

#### **2.2.26 INDULGENCE**

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

#### **2.2.27 SUB-CONTRACTS**

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

- B. The Contractor shall be as fully responsible to M-DCPS for the acts and omissions of the sub-contractor and of persons employed by them as he/she is for acts and omissions of persons directly employed.

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

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

### **2.2.29 TECHNICAL INFORMATION**

- A. Architects and engineers have been requested to provide a basic design for telecommunications for a new school building as follows:
  - 1. A main equipment room shall be in or near the administration offices of a school.
  - 2. There shall be satellite equipment rooms and/or wiring closets in each building.
  - 3. Within a building there shall be a wiring closet for approximately every 20 to 25 rooms or offices.
  - 4. 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.
- B. Conduit design for the above has been requested as follows:
  - 1. There shall be a minimum of three conduits of a minimum of 2" diameter from the main equipment room to each satellite room or wiring closet. ITS, ISS for adequacy shall review the actual quantities and sizes of the conduit during the design phases of the project.
  - 2. ITS, ISS shall review for adequacy the actual quantities and sizes of the conduit during the design phases of the project.
  - 3. The quantities and sizes of this conduit shall be determined during the design phase of the project and shall be reviewed by ITS ISS
  - 4. No conduit smaller than 3/4" shall be used to any voice or data outlet.
- C. It is recognized that there are various ways of laying out a conduit system for wiring from the various satellite rooms and wiring closets. The design shall be based, at a

minimum, on the following requirements

1. Every classroom except the computer laboratories shall have a voice jack, and eight LAN jacks. Computer laboratories will have one voice jack. The data jacks will be distributed around the room in wire-mold. If the distance between the laboratory and nearest wiring closet is less than 100 feet, then all jacks are run to the wiring closet. If the distance is greater than 100 feet from the nearest closet, then a terminal cabinet will be placed in the room and all data jacks will be terminated in the terminal cabinet. A fiber optic cable will be installed from a terminal cabinet to the nearest wiring closet containing fiber.
  2. The voice jack and the data jacks shall be connected to a satellite room or closet using 4-pair category 5e cable. Fiber optic cable shall be used between the main equipment room and satellite rooms and closets. Multi-pair copper cable shall be used between the main telephone room and satellite rooms and closets for the voice jack.
  3. There shall be no daisy chaining of outlet boxes except where approved by ITS ISS.
- D. Wire termination at the various equipment rooms and wiring closets shall be as follows:
1. In all schools the voice panel is a punch-down and the others are category 5e & 6 patch panels.
  2. All jacks shall be hard wired to their respective panels.
  3. All copper pairs used for voice shall be protected at both ends of the cable if the cable leaves and enters a building.
  4. At the MDF the voice panel shall be hard wired to the cable protectors.
  5. 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) or SC-type (Multi Mode) connectors. The number of strands and arrangement of separation and fan-out shall be approved by ITS Infrastructure Systems Support.
  6. Cable management shall be included in all installations to neatly organize all patch cables at each IDF and MDF locations. Patch Cables should be of appropriate length for cabinet, rack or shelf where applicable.
- E. Installation and configuration of data switches and Network management station: Vendor shall be required to install as directed by ITS ISS at all specified IDF's and MDF.

### **2.2.30 INSTALLATION PRACTICES**

- A. 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.

- B. It is agreed and understood that the installation work may require mechanical work such as removal of ceiling tiles, drilling holes in walls and floors and similar changes to an existing building. Contractors shall restore such disturbed areas to original condition. Note that some buildings may have interlocking tile ceilings as well as drop-in type ceiling tiles. Tiles damaged by the contractor shall be replaced by the contractor at no cost to M-DCPS.
- C. 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.
- D. 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.
- E. Prior to performing any work, the contractor and M-DCPS's representative shall determine if a hazard exists. If, during the work, asbestos is suspected or discovered the contractor shall immediately notify the ISS Project Manager who will contact M-DCPS's safety office and designated M-DCPS personnel. The Asbestos Abatement office will determine if a hazard exists. If there is a hazard all work will stop at that location until the hazard is abated by M-DCPS.
- F. No PVC conduit shall be used above ground but may be installed underground. If PVC is installed underground, it shall be no smaller than 1" diameter and shall be no less than schedule 40 type. Metal conduit shall be used at the end of underground PVC where the run leaves the earth and enters a building if it enters through an outside wall and is exposed.
- G. Overhead Conduit shall be mounted ten feet above the floor or as high as practical if the ten feet height is not possible.
- H. The types of conduit, wire and the locations where each type may be used shall be governed by Miami-Dade County Public Schools Master Specifications, Divisions 13 and 16. These documents can be found at:

<http://facilities.dadeschools.net/2013-designCriteria-arch.asp>

### **2.2.31 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.

### **2.2.32 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 state mandated testing and 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.

### **2.2.33 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.

### **2.2.34 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.

### **2.2.35 EQUIPMENT RELIABILITY /NON-PERFORMANCE**

- A. Awarded contractor is required to provide satisfactory service levels at all times. Degraded performance and/or excessive equipment down time shall not be acceptable. Excessive equipment down time is defined as two (2) or more service calls over a one (1) month period for non-routine equipment wear and tear related issues or repeated repairs to the same piece of equipment. Should a piece of equipment (a) continue to malfunction during the warranty period after repeated

service calls, (b) require excessive amount of remedial maintenance, or (c) in the opinion of the District is not providing satisfactory performance after five (5) service calls, the Contractor, after receiving notice in writing by the District that such a situation exists, agrees to remove and/or replace the defective unit (District's choice) within five (5) business days of such notice at no cost to the District. Replaced units shall be new and as per the original specifications or better if original unit is no longer available.

- B. Failure to comply with above requirements may result in the contract supplier being found in default and unilateral cancellation of the contract by the District.

### **2.2.36 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.

### **2.2.37 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.

### **2.2.38 SECURITY AND CONFIDENTIALITY**

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.

### **2.2.39 REQUEST FOR QUOTATION PURCHASES**

- A. The awarded bidder(s) shall be pre-approved to participate in Request for Quotations (RFQ) as may be required by the District for projects estimated to be in excess of \$6,000.00. 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 maximum of 180 days as per the RFQ but shall never exceed the bidder(s) submitted itemized pricing nor will the percentage discount be reduced in any manner. Awarded vendor(s) will be placed in a database 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 items. The number 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.
- B. If an item goes "end-of-life" then its replacement must be offered at the same or lower price and it must meet and or exceed its predecessor on all specifications. As defined

in the Request for Quote, after the initial 180 days. The Board reserves the right to issue Request for Quotes during the initial 180-day period for specific projects, if deemed in the best interest of the Board. Request for Quotes, for future needs, will be solicited, from the list of awarded vendors. Price quotes submitted by awarded vendors after the initial 180 days and during any extension period will determine the low bid status for that quote period.

#### **2.2.40 INVOICING**

Invoices shall be sent to the M-DCPS Enterprise Service Management (ESM) at ESM@dadeschools.net. The invoice document shall contain the following information:

- A. M-DCPS Purchase Order Number;
- B. Scope of work performed;
- C. Start and completion time and date of work performed; and
- D. Work location where services were provided.

#### **2.2.41 E-RATE PROGRAM PARTICIPATION AND INVOICING PROCEDURES**

Where M-DCPS purchases are made using available E-Rate funding, the selected Vendor/Awarded bidder(s) (known as the "Service Provider" throughout E-Rate program documents) would have initially been expected to:

- A. Follow all vendor requirements, and be familiar with the E-Rate funding process, as outlined in the SLD (Schools & Libraries Division) / USAC (Universal Service Administrative Corp) practices outlined under the "Service Provider" section of their website at: <http://www.universalservice.org/sl>.
- B. Carefully scrutinize all line item components on the original quotes provided and determine any non-eligible components within the proposal. These must be highlighted and identified so M-DCPS is cognizant of any line item to be paid at 100% of the cost, before sending the quote for analysis and subsequent funding by the SLD.
- C. Assume financial responsibility, at time of final invoicing and payment by the SLD, for any and all ineligible line items not originally identified by the Vendor/Awarded bidder(s). This will be based on the SLD's latest publication of their Eligible Services List guidelines at time of quoting and available through the SLD's website at: <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>
- D. Receive from M-DCPS a Purchase Order identifying the line items listed in the quote and prices established. This PO will be reflecting the percentage of the cost associated with M-DCPS portion of the total cost, according to E-Rate Program rules.
- E. Understand that, the Purchase Order will be the only acceptable document the vendor will receive from M-DCPS acknowledging contractual responsibility for the delivery of the listed products/services.

- F. Receive reasonable M-DCPS support on all vendor attempts to retrieve proper funding for equipment/services rendered through the E-Rate program.
- G. Expect that M-DCPS would have timely posted all required FCC E-Rate program forms and documents, according to the instructions provided by the E-Rate program under the "Applicant" section of the USAC/SLD website at: <http://www.universalservice.org/sl>.
- H. Recognize that M-DCPS will NOT be liable for any unpaid funding from the SLD to the Vendor.
- I. The Vendor/Awarded bidder(s) must follow the following steps for invoicing, both for the recovery of the SLD/ USAC funding percentage, and the portion the Applicant (M-DCPS) is expected to pay under E-Rate program rules:
- J. Submit the Service Provider Invoice (SPI) to M-DCPS only AFTER services and/or equipment have been delivered, installed, and are operational – as duly noted and recorded by M-DCPS Infrastructure Systems Support personnel – BUT BEFORE any invoicing is submitted to the SLD / USAC for reimbursement.
- K. The SPI will be a complete invoice of ALL services and/or equipment, reflecting all charges to M-DCPS (itemizing both eligible and ineligible components) and to USAC. This single and consolidated invoice will contain a comprehensive itemized breakdown of all charges and clearly set forth the appropriate percentage of payments due from USAC and M- DCPS respectively – and should total the agreed-upon amount for 100% payment.
- L. The Vendor/Awarded bidder(s) will only be permitted to submit an SPI for reimbursement to USAC once M-DCPS has reviewed and has returned a signed approval of said SPI to Vendor/Awarded bidder(s). All SPIs will be reviewed within 14 calendar days of receipt by the M-DCPS Director of the E-Rate Program.
- M. If, in the course of M-DCPS' review of any SPI, M-DCPS finds any variances between those items delivered and those for which a bill is being submitted, the M-DCPS E-Rate staff will notify the Vendor/Awarded bidder(s) through the Enterprise Service Management (ESM) office that they have not approved the SPI and will indicate which items need to be modified. Once any variances are corrected, the Vendor/Awarded bidder(s) must resubmit the SPI to the M-DCPS Director of the E-Rate Program, through the Enterprise Service Management (ESM) for his/her approval. M-DCPS will again have 14 calendar days to review the re-submitted SPI.
- N. Vendor/Awarded bidder(s) agrees that, at any time, M-DCPS is free to verify with the SLD/USAC that only those M-DCPS approved SPIs have been submitted to the E-Rate Program for reimbursement. Any indication that non-approved SPIs have been submitted to SLD/USAC will be considered a material breach of the terms of the contract. Additionally, M- DCPS will, upon becoming aware of any non-approved SPI submissions, notify USAC so that they may take any additional steps available to them to prevent Waste, Fraud, and Abuse of Program funds.
- O. Damages assessed to the Vendor/Awarded bidder(s) for submission of a non-approved SPI may include and are not limited to suspension of the Contract,

termination of the Contract, damages in the amount of the overpayments made to the Vendor/Awarded bidder(s) by M-DCPS or USAC, payment of related funding COMAD (Commitment Adjustments) forced upon M-DCPS by the SLD/USAC, or suspension or disbarment from participation on the E-Rate program. In no way shall this contract modify or limit the rights of SLD/USAC against the Vendor/Contractor, also known to them as the Service Provider.

#### **2.2.42 PAYMENTS**

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

#### **2.2.43 NON-EXCLUSIVITY**

M-DCPS reserves the right to perform the work and services described in this solicitation, in any manner it sees fit, including performing work with its own employees.

*The remainder of this page was left intentionally blank.*

### 2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

The proposal submitted must clearly indicate the name of the responding firm, as well as the name, address, and telephone number of the primary contact at proposer’s organization. The Proposer shall demonstrate their experience in the student uniform services.

In no more than thirty (30) pages, the Proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. 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. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida; or equivalent document from applicable home state.		
c. <b>Three (3)</b> references letters from organizations of comparable size and complexity to M-DCPS. <b>This must be documented on Exhibit 5 or 6, Bidder Experience form, whereby each bidder uses one form per reference.</b>		
d. Submission of all documents/plans stated in Section 2, Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal, copies of any valid SBE/MBE certifications and/or vendor incentive program certificates, and the required forms and attachments, as stated in Section 6 of this ITB.		
e. Proof of manufacturer’s certification, as stated in Section 2.2.10(D).		
f. Manufacturer’s most recent price list or catalog		
g. If selected as an awardee, the Successful Vendors will have the ability to add additional equipment within awarded groups, which shall meet or exceed the minimum requirements and specifications while at the same or better discount pricing from MSRP for that particular category.		
h. Bidder(s) understand that the formulary represented in the Price Proposal List (Section 3.0) may be modified throughout the contract term due to rapid changes in technology, upon proper written notice being provided to the District’s Procurement Management Services department. Such additions or deletions shall become available for order by the District once a formal modification has been executed by both parties. Any new offerings shall meet or exceed the requirements of this ITB and shall be at the same or better price. The new offerings discount from MSRP for that particular category must also be the same or better.		

### SECTION 3.0 - PRICE PROPOSAL

[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

#### 3.1 PRICE PROPOSAL FOR ITB-19-003-DP

As stated in Section 2.0 of this ITB, the District is seeking bids to establish a contract with preapproved vendors to furnish materials and labor to install wiring for voice and data systems, and to provide underground conduit and raceway for Miami-Dade County Public Schools.

The Bidder shall offer all of the elements of this ITB and meet all service requirements and specifications listed within **Section 2.0 - Scope of Services**, to include furnishing all labor, supervision, equipment and materials necessary for this work.

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 three (3) years, with two (2) one-year contract extensions, and an additional ninety (90) days, if needed.

**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.**

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.

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.

**The information in this ITB is to be utilized solely for preparing the proposal response to this ITB and does not constitute a commitment by the District to procure any product in any volume.**

Bidder(s) must ensure that they complete all tables in this 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, or blank response will be acceptable.

In addition, all responding bidders must provide an itemized list of parts, accessories and

consumables associated, attached as an addendum to this Price Proposal Form and a Memory Stick or CD in an Excel spreadsheet with the same information. Proposed price, discount rate and final unit price must be included in both the addendum and excel spreadsheet.

The successful bidders shall submit the most creative approach to providing a quality solution, as well as economical installation. The District may pre-qualify vendors to participate in future spot market quotes to multiple responsive, responsible bidders who meet or exceed all requirements of this ITB and that provide the lowest firm fixed prices.

**TABLE 1 – PER CALL REPAIRS AND CAT6 INSTALLATION**

ITEM	DESCRIPTION OF ITEM	UNIT	Price Per Unit	% Discount	Final Price Per Unit with Discount
1	Per Call Repair	Price per Service Call	\$	%	\$
2	Install cat6 drop up to 100 meters on an existing patch panel as per EIA/TIA-568-B.2 Standards - Provide 10' of Wiremold 700, 3/4" surface raceway & Surface mounted wiremold single- gang box.	Per each 100 Meter Install	\$	%	\$

**TABLE 2 – CATALOG DISCOUNTS**

Bidder(s) shall indicate the percent discount off the manufacturer's most recent published price list or catalog. A copy of the catalog or list must be supplied with this bid along with 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. 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 (Percentage Discount Off Catalog/List: For additional OEM parts as may be required.)	Catalog Discount off Manufacturer's Price
1	Chatsworth Products Inc,	
2	Berk-Tek Nexans	
3	Ortronics	
4	Leviton	
5	Panduit	

6	Hubbell	
---	---------	--

**TABLE 3 – ADDITIONAL MANUFACTURER CATALOG OFFERING**

Vendors are requested to supply a list of other manufacturers supported in their catalogs. **Although Table 2 will not be utilized in the evaluation of this bid, bidder(s) are encouraged to complete this table or mark “Not Applicable” where needed.** No other marks are acceptable.

Item	Manufacturer	Manufacturers Certification Included. YES / NO	Percentage Discount off manufacturer's catalog
1			% _____
2			% _____
3			% _____
4			% _____
5			% _____
6			% _____

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

\_\_\_\_\_  
*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. Proposals 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 the proposal being considered non-responsive.

### 4.1 CONTENTS OF PROPOSAL

All proposals 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.

In compliance to Board Policy 6320.02, Small/Micro, Minority/Women-owned and Veteran Business Enterprise programs, each bidder must provide its firms supplier diversity program plan, which details its commitment to small, micro and minority businesses.

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) Small Business Enterprise/MBE participation and Additional Pricing Incentives

As stated in Section 1.14 and Section 1.45 of the ITB, the District has a strong commitment to SBE/MBE participation. As such, all Bidders who have obtained certification and verified by the OEO office, may be eligible for 5 points. Evidence of certification must be submitted with the Proposal.

In addition, Board Policy 6302.06, Diversity, Equity and Inclusion in Business Operations and Practices provides additional administrative directives/pricing incentives to maximize small/local firms participation and award in various solicitations. These firms, who obtain pricing incentives through the completion of additional vendor programs, may be eligible for 5 point/percentages. Evidence of program completion may be submitted with the bid.

8) 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 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 | Bidder Experience   |
| Exhibit 6 | Anti-Collusion Statement                                  |
| Exhibit 7 | Disclosure of Employment of Former School Board Employees |
| Exhibit 8 | Proposal Submittal Form                                   |
| Exhibit 9 | Sample M-DCPS Certification Documents                     |

#### 4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick. See Section 1.9.
- (2) All proposals 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 proposals are opened.

**In addition to the below label, all bidders MUST attach Exhibit 8, Proposal Submittal Receipt Form to the outside of the proposal.**

<b>SEALED PROPOSAL ENCLOSED</b> (To be opened by the Contact Person noted below)	
Bidder's Name: Bidder's Address: Bidder's Telephone Number:	<b><u>BID BOX</u></b>  Miami-Dade County Public Schools Procurement Management Services <u>Attn: Delvin Padilla</u> <u>Procurement Analyst</u> School Board Administration Building 1450 N.E. 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-19-003-DP ITB Title: Wiring Proposal Due Date: Thursday, November 7, 2019 by 2 p.m. EST (local time)	

*The Remainder of this Page was left Intentionally Blank.*

## 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/VBE vendors and/or vendors claiming local preference, as noted within Section 1.14 and Section 1.15, respectively. In accordance with Florida Statute 287.057 and the Goal Setting Committee recommendations, "all agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises".

As a result of the Goal Setting Committee's recommendation for this solicitation and receipt of eligible bid responses, Procurement staff shall conduct a fair market price evaluation, whereby a cost or price analysis using past pricing data and the consumer price index (CPI) or similar indexes are reviewed to determine reasonableness. SBE/MBE/VBE vendors or vendors claiming local preference will be afforded the opportunity to match the fair market price, if their bid pricing is higher than the fair market price. When applicable, vendor preferences delineated in Board Policy 6320.05 will be adhered to.

In addition, when in the best interest of the District, 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

At the time of proposal submission, the signature form in Section 3.0 Price Proposal List, must be submitted with each proposal package. See **Section 3.0 – PRICE PROPOSAL**.

### 5.4 AWARD

Contract award shall be made to the responsive and responsible Bidder(s), whose proposal 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 Buyer to the School Board.

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

## 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	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents

*The remainder of this page was left intentionally blank.*

**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. Please include a signed copy of each addendum.

Addendum #1, Dated \_\_\_\_\_, 20\_\_

Addendum #2, Dated \_\_\_\_\_, 20\_\_

Addendum #3, Dated \_\_\_\_\_, 20\_\_

Addendum #4, Dated \_\_\_\_\_, 20\_\_

Addendum #5, Dated \_\_\_\_\_, 20\_\_

Addendum #6, Dated \_\_\_\_\_, 20\_\_

Addendum #7, Dated \_\_\_\_\_, 20\_\_

Addendum #8, Dated \_\_\_\_\_, 20\_\_

**PART II:**

No addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**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): _____	
<b>BUSINESS NAME:</b>	_____
<b>CONTACT PERSON:</b>	_____
<b>ADDRESS:</b> <i>(Include City State &amp; Zip Code)</i>	_____
<b>FEIN (Federal Employer Identification Number):</b>	Length of Time at Address Provided: _____
	Length of Time Located within the legal boundaries of Miami-Dade County: _____
<b>BUSINESS STRUCTURE:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
<b>PHONE:</b>	(    )                      FAX: (    )
<b>E-MAIL ADDRESS:</b>	_____
<b>ATTESTATION - I understand that:</b> <ul style="list-style-type: none"> <li>• In accordance with School Board Policy 6320.05; 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 6320, 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 6320.04.</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.

*For Department Use Only:*

\_\_\_\_\_  
*Procurement Staff Name / Signature*

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

**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 PROPOSALS

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

**Type of Business Organization and Authority of Signatory:**

Indicate type of business organization Bidder is registered as with the Florida Department of State Division of Corporations. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award 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. **As stated in Section 4.3, please complete the following form and attach the form to the outside of your firm's bid response.**

<b>ITB Name and Number:</b>	ITB-19-003-DP Wiring
<b>ITB Due Date:</b>	Thursday, November 7, 2019 by 2 p.m. EST (local time)
<b>Bidder's 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>	

**EXHIBIT 9**  
**SAMPLE M-DCPS CERTIFICATION DOCUMENTS**

**Certification Application: Start Certification Application**



## New Application for Miami-Dade County Public Schools

*M-DCPS's New Application for Small Business Enterprise (SBE), Micro Business Enterprise (MBE), Minority Women Business Enterprise (M/WBE) Certification.*

This application is for NEW Small Business Enterprise (SBE) & Micro Business Enterprise (MBE) & Minority/Women Business Enterprise (M/WBE).

Note: Firms currently certified by M-DCPS should not submit a New Application. Instead submit a Recertification application, due on the anniversary date.

Review the information below and complete the eligibility requirements then click Continue.

For more information about M-DCPS's SBE/MBE/MWBE Program, please visit the <http://oeo.dadeschools.net/> page.

For guidance, please call 305-995-1307 or email [oeo@dadeschools.net](mailto:oeo@dadeschools.net).

**Need Help?**

[Download Part 2 of the user manual](#)

[Sign up for a Training Class](#)

### Company & Contact Information

Select a company type and application auto-fill option. Confirm or enter your personal and company email addresses to permit us to contact you quickly for technical support, if needed.

YOUR EMAIL ADDRESS \*

COMPANY EMAIL \*

COMPANY TYPE \*

APPLICATION AUTOFILL \*  Use existing account information to auto-fill application

### Eligibility Requirements

The following basic criterion is used to evaluate eligibility for certification. However, meeting these basic items does not guarantee that an application will be approved. This is only intended as a general overview to see if your firm should apply for certification.

Is your firm registered as a vendor with MDCPS?

Yes  No

Does the owner and/or qualifier of the business have the required professional licenses and contractor qualification licenses?

Yes  No

Does your business have a occupational license and all required professional licenses and/or contractor qualifier licenses?

Yes  No

For SBE/MBE Applicants only: Has your business been established for at least one year or the principals of the business have at least

three years of relevant experience prior to forming or joining the business?

Yes  No  Not Applicable

For SBE/MBE Applicants only: Is your firm independently owned and operated business that is not dominant in its field of operation and is performing a commercially useful function?

Yes  No  Not Applicable

For SBE/MBE Applicants only: Does your business have an actual place of business in Miami-Dade County for at least a year preceding the application?

Yes  No  Not Applicable

For M/WBE Applicants only: Does the business employ 200 or fewer permanent full time employees in conjunction with its affiliates and has a net worth of 5 million or less?

Yes  No  Not Applicable

For M/WBE Applicants only: Is the business 51% minority owned and/or controlled?

Yes  No  Not Applicable

For M/WBE Construction or Construction Related Applicants only: Is the firm actual place of business in Miami-Dade County, Broward County, or Palm Beach County for at least a year preceding the application?

Yes  No  Not Applicable

For Sole Proprietor M/WBE Applicant only: Does the business meet the requirement of 5 million net worth that includes both personal and business investments?

Yes  No  Not Applicable

Continue

Return

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**EXHIBIT 10  
SUBMITTED BID DOCUMENT VERIFICATION FORM**

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. 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. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida; or equivalent document from applicable home state.		
c. <b>Three (3)</b> references letters from organizations of comparable size and complexity to M-DCPS. <b>This must be documented on Exhibit 5 or 6, Bidder Experience form, whereby each bidder uses one form per reference.</b>		
d. Submission of all documents/plans stated in Section 2, Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal, copies of any valid SBE/MBE certifications and/or vendor incentive program certificates, and the required forms and attachments, as stated in Section 6 of this ITB.		
e. Proof of manufacturer's certification, as stated in Section 2.2.10(D).		
f. Manufacturer's most recent price list or catalog		
g. If selected as an awardee, the Successful Vendors will have the ability to add additional equipment within awarded groups, which shall meet or exceed the minimum requirements and specifications while at the same or better discount pricing from MSRP for that particular category.		
h. Bidder(s) understand that the formulary represented in the Price Proposal List (Section 3.0) may be modified throughout the contract term due to rapid changes in technology, upon proper written notice being provided to the District's Procurement Management Services department. Such additions or deletions shall become available for order by the District once a formal modification has been executed by both parties. Any new offerings shall meet or exceed the requirements of this ITB and shall be at the same or better price. The new offerings discount from MSRP for that particular category must also be the same or better.		

*\*Signature is required on the next page.*

Please sign below confirming all items noted on the table are included in your submission.

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

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

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

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

*For Department Use Only:*

\_\_\_\_\_  
*Signature of Originating Department*

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

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

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

-----  
\_\_\_\_\_  
*Procurement Staff Name / Signature*

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