	The School Board of Miami-Dade County, Florida **PROCUREMENT MANAGEMENT SERVICES** 1450 NE 2nd Avenue, Ste. 650, Miami, Florida 33132 305-995-4288 **Bidder Qualification Form**	**INVITATION TO BID (ITB)**

DUE DATE: Bids due at or before Thursday, June 10, 2021 at 1:00 p.m. Eastern Time (ET) at the School Board Administration Building. ****DUE TO SOCIAL DISTANCING GUIDELINES PLEASE REFER TO ATTACHMENT 16** Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received after the date and time stated above shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.	ITB NO.: ITB-20-039-EV	RELEASE DATE: May 19, 2021	PURCHASING AGENT: Elena Varona
	BID TITLE: ITB-20-039-EV Security System Services		

SECTION 1 - BIDDER ACKNOWLEDGEMENT

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.	
Bidder's Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Box:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Sales Contact:
Sales E-Mail Address:	
E-mail Address to Send Purchase Orders:	
Federal Tax Identification Number:	

A. I hereby certify that I am submitting the following information as my firm's (Bidder) bid and I am authorized by Bidder to do so. Bidder agrees to complete an unconditional acceptance of the contents of all pages in this Invitation to Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid.

B. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

C. I certify that my Bidder satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

D. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13- 3F-1.025)

E. I certify that neither I, my company, 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.

F. *I agree that this bid cannot be withdrawn within **90** days from date due.*

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title of Authorized Representative

E-Mail Address of Authorized Representative

SECTION 2 - TABLE OF CONTENTS

SECTIONS

1	Bidder Acknowledgement……	1
2	Table of Contents…….……	2
3	Calendar…….…..…..….	3
4	Instructions to Bidders……...	4
5	Special Conditions…….…..…	14
6	Scope of Work…….	18
7	Bid Summary Excel Spreadsheet…….	39
8	Forms and Attachments…….…..……	40

Attachment 1	Cover Page
Attachment 2	Mailing Label
Attachment 3	Statement of “No Bid”
Attachment 4	Acknowledgement of Amendments
Attachment 5	Conflict of Interest
Attachment 6	Debarment
Attachment 7	Instructions
Attachment 8	Bidder’s Preference
Attachment 9	Drug-Free Workplace
Attachment 10	Local Business Affidavit of Eligibility
Attachment 11	Anti-Collusion Statement
Attachment 12	Bidder Experience
Attachment 13	Submitted Bid Document Verification Form
Attachment 14	Proposal Submittal Receipt Form
Attachment 15	Florida Statutes on Public Entity Crimes
Attachment 16	Bid Opening Instructions
Attachment 17	Registration Instructions for Periscope S2G and DemandStar
Exhibit 1	Form A
Exhibit 2	Form B
Exhibit 3	M-DCPS Security Systems Contract Forms, M-DCPS Camera Counts and M-DCPS Security Systems Contract Guidelines

SECTION 3 - CALENDAR

ITB Release Date	Wednesday, May 19, 2021
Pre-Bid Conference*	Thursday, May 27, 2021 at 10:00 a.m. EST
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 921 8622 3684 Passcode: 654381 One tap mobile 13017158592,92186223684# US (Washington DC) 13126266799,92186223684# US (Chicago)
Deadline for Questions	Thursday, May 27, 2021 at 5:00 p.m. EST
Bid Due Date/Time	Thursday, June 10, 2021 at 1:00 p.m. EST
Virtual Bid Opening Meeting:	Thursday, June 10, 2021 at 2:00pm EST
Bid Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) **(See instructions on Attachment 16)**
Projected Board Approval of Contract	July 2021
The contact person for this ITB is: Email Address: Telephone: Fax:	Elena Varona evarona@dadeschools.net (305) 995-7534 (305) 995-2307

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

SECTION 4 - INSTRUCTIONS TO BIDDERS

Board policies may be accessed at: http://www.dadeschools.net/schoolboard/rules/

CONE OF SILENCE

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

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

1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and

2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.

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

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

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

I. PREPARATION OF BIDS

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

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

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

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

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

A. Specifications
B. Special Conditions
C. Instructions to Bidders

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

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

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

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

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board, in compliance with the bid submission requirements set forth under Section 5.3. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

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

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

C. PLACE, DATE AND HOUR: Electronic submission, U.S. Mail, Courier/Express Service, or deposited in the BID BOX in accordance with the bid submittal requirements set forth under Section 5.3 and Attachment 16. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES: Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID": If not submitting a bid at this time, return the form entitled statement of "No Bid". Failure to respond,

either by submitting a bid or the statement of "No Bid" form for three consecutive times, may result in the company being removed from the School Board's bid list.

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

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING: Should the Bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The Bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

V. PROTESTS

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

Protest of Specifications

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

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

Posting the Bond

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

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

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

2. The bond shall be conditioned upon the payment of all cost

3. s and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

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

B. Bond: Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be

leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or $5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

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

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

Protest of Bid Award

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

The Formal Written Protest will be reviewed by Procurement Management Services, who will offer the protesting Bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

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 N.E. Second Avenue, Suite #311 Miami, Florida 33132
Phone: (305) 995-1440
Fax: (305) 995-1448
E-Mail: Dllopiz@dadeschools.net
celiarubio@dadeschools.net

VI. AWARDS

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

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

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

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

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

E. **TERMINATION OF AGREEMENT**: In addition to the above, the Board may terminate this Agreement upon thirty (30) days advance written notice to the Awarded Bidder, for default of Awarded Bidder, or due to lack of, or cancellation of, grant funds made available to the Board by a Federal grantor agency. Upon receipt of a notice of termination, the Awarded Bidder shall cease incurring additional obligations under this Agreement. However, the Board shall allow the Awarded Bidder to incur all necessary and proper costs, which the Awarded Bidder cannot reasonably avoid during the termination process. Each payment obligation of the Board created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this Agreement may be terminated by the Board at the end of the period for which funds are available. The Board shall notify the Awarded Bidder at the earliest possible time before such termination. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the Board terminated upon receiving notice of the attempted fraud as determined by the Board.

F. **PURCHASE ORDERS** sent to Awarded Bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the Bidder shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. G.

G. **DEFAULT:** A Bidder who fails to perform according to the terms of the Agreement (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend disbarment or suspension pursuant to Board Policy 6320.04.

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

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

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

B. BONDING COMPANY: Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation and shall be made to The School Board of Miami-Dade County, Florida, meeting both of the following specifications:

1. Awards Greater than $500,000

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

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

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

2. Awards of $500,000 or Less

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

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

1. Awards less than $200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

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

VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications.

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

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

B. Samples, product technical specification sheets and all required supporting documentation, are to be delivered to the Materials Testing and Evaluation Department within 48 hours of request from the Miami-Dade County Public Schools ("M-DCPS") Procurement Management Services department between 8:30 a.m. and 3:00 p.m. Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the Bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

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

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

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

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

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

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

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

IX. SUBSTITUTIONS

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

X. PACKAGING

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

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

2. Bidder's Name and/or Trademark
3. Name(s) of Item(s) Contained
4. Item Number (s) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

Board supports recycling and recommends the use of recycled products where possible upon notification by the Board. Bidders are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Board encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

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

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

C. INVOICES: Each invoice shall be issued by the Awarded Bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. Invoice delivery may also be via a PDF or WORD document email to: mdcpsvendorsstatements@dadeschools.net. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

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

D. PAYMENT: Unless otherwise specified by Board, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the Awarded Bidder, unless otherwise requested, in writing, by the Awarded Bidder and accepted by Board Administration. The Bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

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

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

STATUS VERIFICATION SYSTEM

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

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

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

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

XVII. COMPLIANCE WITH LAWS

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

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

screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to the School Board of Miami-Dade County.

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

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

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor Badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

Items or Services awarded under this Agreement shall be made available to Charter Schools approved by the Board. Board is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

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

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of Board to make available for public inspection 119 and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

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

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXIII. ASSIGNMENT

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

XXIV. DAVIS-BACON ACT LABOR STANDARDS

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

XXV. LOBBYISTS

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

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

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

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

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

XXVI. LOCAL-AND STATE VENDOR PREFERENCE

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

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

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

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

Board policies may be accessed at: http://www.dadeschools.net/schoolboard/rules/

XXVIII. UNDERWRITERS' LABORATORIES

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

XXIX. DISPUTES

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

XXX. PATENTS & ROYALTIES

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

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

XXXI. OSHA

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

XXXII. QUALITY

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

XXXIII. FACILITIES

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

XXXIV. ASBESTOS AND FORMALDEHYDE STATEMENT

All building materials, pressed boards, and furniture supplied to Board shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100%

formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.

XXXV. EXTENSION

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

XXXVI. OMISSION FROM THE SPECIFICATIONS

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

XXXVII. PURCHASE AGREEMENT

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

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

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

CERTIFICATION

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

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

XXXIX. SEVERABILITY

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

XL. DISTRIBUTION

. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for Bidder's failure to obtain complete bidding documents. Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

XLI. CONFIDENTIAL RECORDS

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

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

All confidential records must remain within the continental United States.

XLII. PROPRIETARY INFORMATION

Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any

person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

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

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

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

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

c) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.

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

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

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

XLVII. LICENSES, CERTIFICATIONS AND REGISTRATIONS

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

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

XLVIII. EXPENDITURE

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

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

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

L. COMPLIANCE WITH SCHOOL BOARD POLICIES

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

LI. INDEMNIFICATION

To the fullest extent permitted by law, the Awarded Bidder shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the Awarded Bidder's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Awarded Bidder or other persons employed or utilized by the Awarded Bidder 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 this Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to this Agreement otherwise available to the Awarded Bidder. The provisions of this Section are intended to require the Awarded Bidder 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 Awarded Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Awarded Bidder agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to the Awarded Bidder's performance under this Agreement.

LII. ADA COMPLIANCE

Awarded Bidder agrees and warrants that its services and/or products comply with the Americans 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 School Board's programs and activities. Awarded Bidder agrees to promptly respond and resolve any complaints

regarding the accessibility of its services and/or products. Awarded Bidder further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Awarded Bidder's failure to comply with this requirement.

SECTION 5 - SPECIAL CONDITIONS

5.1 GENERAL INFORMATION

The purpose of this Invitation to Bid (ITB) is to establish a contract with firm unit pricing to inspect, maintain, repair, and provide video retrieval and preventive maintenance to maintain a fully operational security system throughout Miami-Dade County Public Schools.

The term of the resulting agreement shall be for a period of three (3) years with two (2) successive options to renew of one-year each, all at the 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.

5.2 METHOD OF AWARD

The Procurement staff, assigned to this ITB, will evaluate all responsive and responsible bids. The contract may be awarded to a Primary Vendor, based on lowest cost, submission of all required documentation, and compliance with the conditions stated herein. Additionally, a second and third bidder may be recommended as Alternate Vendors. In the event of a Default or significant delivery delays by the Primary Vendor, the entire Contract may be assigned or transferred to an Alternate Vendor, all at the discretion of the District.

The recommendation for award, for a Primary vendor and two (2) Alternate vendors, will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final.

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

5.3 BID SUBMISSION

The entire bid packet must be submitted either: (1) electronically via the e-bidding platforms Periscope S2G (previously known as BidSync) or DemandStar, or (2) an unbound original bid in a main sealed envelope or container (box), **along with an electronic submittal via Periscope S2G or DemandStar**. All bids must be submitted on 8 1/2" X 11" paper, neatly typed, with normal margins and spacing.

Bids must be received by the deadline for receipt of proposals specified in this ITB Timetable (Section 3).

For more information on how to submit an electronic bid via Periscope S2G or DemandStar, please refer to the instructions set forth in **Attachment 17.**

If submitting an unbound original bid, bids must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **One (1) electronic version via the e-bidding platforms Periscope S2G or DemandStar.**

The unbound original bid must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the bid number, bid title, and bid Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services

Attn: Elena Varona
1450 NE 2nd Ave, Suite 650
Miami, FL 33132

Hand-carried bids may be delivered to the above address ONLY between the hours of 8:00 a.m. and 1:00 p.m., Mondays through Fridays. However, please note that bids are due on the date and at the time indicated in Section 3. Additionally, M-DCPS is closed on holidays observed by the District. Bids are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Bid response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.

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

5.4 INSURANCE REQUIREMENTS

Bidders shall be required to provide, at the time of submittal of their bid, evidence of insurance coverages and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance

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

Part One: "Statutory"

Part Two: $100,000 Each Accident

$500,000 Disease - Policy Limit

$100,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 General Aggregate

$ 1,000,000 Products/Completed Operations Aggregate

$ 1,000,000 Personal and Advertising Injury

$ 1,000,000 Each Occurrence

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $ 1,000,000

Each Occurrence - Bodily Injury and Property Damage Combined

Professional Liability: If the contract requires professional services, the bidder shall provide evidence of the

following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover bidder or those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the contract including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $ 1,000,000 Each Claim/Annual Aggregate

Cyber Liability Insurance: If the contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the bidder and the Board, the bidder shall provide evidence of the following insurance. Bidder shall maintain Cyber Liability insurance with limits of not less than $1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the bidder shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the bidder.

Failure to submit evidence of insurance, as outlined above, may cause the bidder to be considered non-responsive and ineligible for award.

In addition, upon award, the successful bidder shall provide a fully completed certificate of insurance signed by an authorized representative of the insurer providing the insurance coverages set forth hereinabove, and naming "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured and certificate holder. Failure by the successful bidder to provide a fully completed certificate of insurance providing the insurance coverages outlined above, or to maintain such insurance coverages throughout the contractual period, including any extension periods, may cause the bidder to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the bidder shall relieve the bidder of the bidder's full responsibility to provide insurance as required herein.

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

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

The bidder shall be responsible for assuring that the insurance remains in full force and effect for the duration of the contractual period, including any and all extension periods that may be granted to the bidder. 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 bidder shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

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

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

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

5.5 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. The application may be accessed through the following link: https://miamidadeschools.diversitycompliance.com/?TN=miamidadeschools

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 Office Of Economic Opportunity (OEO). 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/?TN=miamidadeschools.

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 for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

5.6 REQUIRED SUBCONTRACTOR INFORMATION TO BE SUBMITTED BY THE BIDDER

Please indicate in your bid response the proposed percentage or dollar amount of the work to be assigned to the certified subcontractor, along with the scope of work the subcontractor will provide related to this solicitation. Bidder(s) are required to provide notification of certified subcontractor substitution within five (5) business days of any change. Please note that the substitution of subcontractor must have prior approval by the Office of Economic Opportunity. All substitution requests should be submitted on the Substitution Form.

SECTION 6 – SCOPE OF WORK

6.1 GENERAL

6.1.1 SUMMARY

A. Purpose

The purpose of this Invitation to Bid (ITB) is to establish a contract with firm unit pricing to inspect, maintain, repair, and provide video retrieval and preventive maintenance to maintain a fully operational security system throughout Miami-Dade County Public Schools. The services will include but are not limited to preventative maintenance, emergency on-site service response, video retrieval, system repairs, equipment//material, labor, training, written/electronic reports and associated accessories as needed, regardless of the technology, make, model or manufacturer. Bidder(s) must commit to maintaining and enforcing the highest levels of pricing, service, quality and standards for the entire term of this contract and any subsequent renewal periods.

B. Working Day

The normal working hours for M-DCPS are between 7:00 a.m. to 11:00 p.m., Monday through Friday. As directed by the M-DCPS authorized representative, the Bidder shall work during school off-hours, recess periods, Board authorized holidays or legal holidays, at no additional cost to the Board.

C. Site Inspection

1. The Bidder shall have visited the sites and shall have inspected, be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The Bidder shall make such investigations as appropriate to fully understand the facilities, difficulties and restrictions attending the execution of the work. The Bidder shall also thoroughly examine and be familiar with all the specifications and references herein.

2. Failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the Bidder to additional compensation after a notice to commence and a purchase order is issued.

D. Emergency Response

Where an emergency is deemed to exist by the M-DCPS authorized representative, the Bidder shall be required to respond on a verbal notice to proceed issued by the Procurement Management Services or the M-DCPS authorized representative. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action in any manner deemed to be in the best interests of the District and back charging the Bidder all associated costs.

E. Inspection and Punchlist

1. The M-DCPS authorized representative will monitor the Bidder using appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted. All work will be inspected pursuant to applicable codes as referenced within this document. M- DCPS will provide the Vendor with a written request for inspection at least forty- eight (48) hours prior to the inspection date. Vendor shall have personnel present during the entirety of the inspection. The Bidder is responsible for requesting all required inspections and shall give two

working days notice prior to the requested inspection date. If the work is not complete when the inspection occurs, the Bidder may be held liable for the cost of the inspection.

2. Progress Inspection - During the execution of projects performed under this contract, the M-DCPS authorized representative will regularly inspect the work for quality of materials and/or installation. Deficiencies noted shall be corrected by the Bidder within a time certain as established by the M-DCPS authorized representative.

3. Final Inspection - Upon completion of the work, the Bidder shall notify the M-DCPS authorized representative, and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be affected within 10 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.

4. Stoppage of work - M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS authorized representative or the Inspector;

    a. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.

    b. The Bidder's activities result in damage to District Property

    c. The Bidder's activities interfere with the normal operation of the facility or its program.

    d. The Vendor's Technician fails to follow the directives of the M-DCPS Authorized Representative.

    e. Any other condition, situation, or circumstance which, in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.

F. Subcontracting for additional services is allowed only with prior written approval from the M-DCPS authorized representative The Bidder shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the Bidder and any subcontractor. Sub-contractors must be approved by M-DCPS prior to commencing work.

G. Communication

All communication, including but not limited to specification of the scope of work, instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the Bidder shall be in writing.

6.1.2 BIDDER QUALIFICATIONS AND REQUIREMENTS

At the time of the bid opening, and throughout the term of the contract, the successful bidders must be qualified and properly licensed to perform the scope of the work described herein. Bidder must have appropriate active licenses at all times during the contract period. Any status change in the Bidder's license, qualifier or service technicians shall be reported, in writing, to the M-DCPS authorized representative within five (5) calendar days of its occurrence.

A. Bidders shall be licensed as a State Certified Electrical Contractor (EC license, or State Certified Alarm Contractor, EG, EF, or EY license.

B. Bidders shall be Pre-Qualified pursuant to Section 6.1.7 of this ITB.

C. The Bidder is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.

D. It is the responsibility of the Bidder to comply with all codes and regulations having jurisdiction for work to be performed under this contract.

E. Bidder shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Policy 4124. A fine of $500 may be assessed for the first offense and termination of the contract for the second offense.

F. Bidder shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Bidder may be requested at any time to provide evidence of such qualifications.

G. Employees of the Bidder, Sub-contractors, and Suppliers - All employees of the Bidder and sub-contractor(s) shall be considered to be at all times the sole employees of the Bidder or sub-contractor(s) under the Bidder's sole direction and not an employee or agent of The School Board of Miami-Dade County. The Bidder and sub-contractor(s) shall supply competent and physically capable employees, and The School Board of Miami-Dade County may require the Bidder to remove an employee it deems careless, incompetent or insubordinate, and whose continued employment on The Miami-Dade County School Board's property is not in the best interest of The School Board of Miami-Dade County**.** Pursuant to Section 1.28, BACKGROUND SCREENING REQUIREMENTS of these specifications, each employee shall obtain and display proper photo identification

1. The Bidder's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) from the school site, the project, and further, the Bidder may be prohibited from employing the individual in any future work with M-DCPS.

2. Bidders are requested to provide in their bid a list of the craft persons who may be employed on their contract. The list should provide names, dates of certification and copies of certificates.

3. The Bidder is requested to provide at the time of the bid, a statement giving the following information regarding the Bidder's support activities:

   a) The number of support persons on duty during the normal work week and on weekends

   b) The extent of the technical training and years of experience of personnel

   c) The location of the Bidder's local facility

4. The Bidder is responsible for providing all of his or her employees, subcontractors, and suppliers a notice delineating M-DCPS Bid description, Section 7.2.1 – EMPLOYEES OF THE BIDDER, SUB-CONTRACTORS, AND SUPPLIERS contract language before engaging employees, subcontractors, and suppliers to perform work or supply materials and/or service on Board owned property.

H. Technicians provided by the bidder shall be qualified personnel. Technicians' certification, qualifications and training shall be for the type of systems being serviced. The technician shall possess current systems certifications and will obtain any future required certification to service the type of security systems owned and specified by M-DCPS along with their related components and materials: The technician's certification requirements will be evaluated on a case- by-case basis by the M-DCPS authorized representative as needed and may request additional documentation. The

bidder's technicians shall be full-time employees or approved subcontractor. Bidder shall maintain offices, facilities, and personnel within the State of Florida and shall be accessible by a local or toll-free telephone number and is able to receive calls during regular business hours. Service call-log must be maintained, and a copy provided to M-DCPS each quarterly billing period.

I. Throughout the duration of this contract and warranty period the vendor shall possess, or have immediate access to all necessary tools, repair parts, materials, ladders, lifts, scaffolding, bucket truck, and test equipment needed to meet the service requirements for the awarded security systems within contractual or agreed upon timelines.

J. All parts and equipment provided by the Vendor under this contract shall be new and purchased from the OEM, free from defects, suitable for the intended use and warranted for a minimum of three years. Use of used or non-OEM parts must be approved by M-DCPS authorized representative, in writing, prior to installation.

K. Throughout the duration of this contract, the Bidder shall possess, or have immediate access to all OEM software including updates. The Bidder shall install software and/or updates at no cost to the District.

L. It is the responsibility of the Bidder to comply with all codes and regulations having jurisdiction for work to be performed under this contract including but not limited to the Florida Building Code, National Electric Code, M-DCPS Design Criteria, Master Specifications and the Federal Communications Commission

M. M-DCPS may at its option, visit the operational facilities of the Bidders to evaluate the capabilities of the Bidders, prior to award. Awarded Bidder shall maintain an operational facility throughout the term of the contract and all subsequent extension term(s).

6.1.3 REFERENCES

A. Florida Building Code (FBC) and associated codes and standards referenced therein. Latest Edition

B. Chapter 489, Part II, Florida Statutes

C. M-DCPS Master Specification Guidelines - Security Systems **Master Specifications Guidelines may be accessed on our website:** http://facilities.dadeschools.net/default.aspx?id=masterspec2014

D. M-DCPS Security Systems Installation Guidelines.

E. Occupational Safety and Health Act (OSHA)

F. National Fire Protection Association 72 (NFPA); National Security Camera Code

G. National Fire Protection Association 70 (NFPA); National Electrical Code (NEC)

H. American Society for Testing and Material (ASTM)

I. Americans with Disabilities Act Public Law 101-336 (ADA)

J. Florida Accessibility Code for Building Construction - Latest Edition

K. Underwriters Laboratories (UL)

NOTE: Where conflicting specifications exist between reference documents or any specifications contained herein, the more restrictive specification will prevail.

6.1.4 DEFINITIONS

A. Owner: Shall mean the School Board of Miami-Dade County, Florida, also referred to as M-DCPS or, Board.

B. Site Representative: Shall mean the senior administrator or designee at the facility where services are being provided.

C. M-DCPS authorized representative: Shall mean the individual(s)/firm(s) designated by the Owner to coordinate, schedule and accept for payment the work covered by this contract document.

D. Inspector: Shall mean an authorized representative of Facilities Operations, Maintenance, or designee.

E. Vendor or Bidder: Refers to the person, firm or corporation authorized to do business with the School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.

F. Performance: Shall mean to furnish all supervision, labor, materials, equipment, transportation and services required for completion of the work.

G. Substantial Completion: Shall mean work that has been inspected and approved by M-DCPS as being completed in accordance with contract documents.

H. Punch List: A list of items which have been identified as not acceptable in accordance with the contract documents at time of inspection.

I. Final Acceptance: Shall mean work that has been fully commissioned, inspected and approved by Maintenance Operations and as having been completed in accordance with the defined scope of work, design drawings and punch list, and shall include receipt of all required training, manuals, drawings, warranties, and releases of lien and claim.

J. Project: Shall mean a specific planned undertaking consisting of the scope of work defined in the project site scope meeting of these specifications, including all work incidental thereto.

K. Cabling: shall be considered to mean data, low voltage Class II power and video transmission cabling, and shall include all copper wires, copper multi conductor cables, fiber optic strands and multi strand fiber optic cable. The words wire and cable are intended to have the same meaning and are used interchangeably.

L. Conduits: Shall be construed to include all metal and plastic tubing, all cable trays and ducts in which SCS camera and/or low voltage Class II cabling may be installed. These items are also referred to as raceways.

M. Contract Effective Date: As determined by the Board Award.

N. Emergency Service: Immediate response by the Bidder to a situation or occurrence of a serious nature that develops due to system failure, power loss, acts of nature or any life threatening situation for building occupancy, or as declared by the M-DCPS authorized representative.

O. Standard Service: Arrival at a site by the Bidder within 24-hours of receiving a standard service

request from the authorized M-DCPS representative.

P. Facility: All building structures at a single location which are designated as a school, an administrative or ancillary site.

Q. Full-time Employees: Qualified personnel employed by the Bidder and working for said Bidder a minimum of thirty-five (35) hours per week.

R. OEM: Original Equipment Manufacturer.

S. School Board: The Board of elected officials that is directly responsible to the public for the enforcement of all policies and procedures for Miami-Dade County Public Schools.

T. Sub-contractor: A Subcontractor is a person or entity other than a material supplier or laborer who enters into a subcontract with the Bidder for the performance of any part of the Bidder's work. Subcontractor(s) must be pre-approved and meet all of the same requirements established by the Board for the awarded Bidder.

U. Written Notice: The delivery of a certified or registered letter, facsimile or E-Mail transmission (with confirmation notice). The delivery of the certified or registered letter to the last known business address shall constitute proper notice to the Bidder. Unless otherwise specified, all communications, including but not limited to instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the Bidder shall be in writing.

V. Vendor/Bidder: Shall be the contractor or company submitting a Bid for review and /or awarded contractor.

W. Final Acceptance: Shall mean additional services work that has been fully commissioned, inspected and approved by Maintenance Operations and has been completed in accordance with the defined scope of work, design drawings and punch list, and shall include receipt of all required training, manuals, drawing, warranties, and, if required, releases of lien and claim.

X. Qualifier: The individual working for the Bidder who holds the competency license required under this solicitation.

Y. Materials: Individual system components including infrastructure.

Z. Truck Stock: Bidder's trucks shall contain the defined M-DCPS required equipment and materials to be used for daily services.

AA. Service Ticket: Service request document generated by M-DCPS.

BB. Additional Services: Services not specifically stated in this ITB.

CC. Base Services: This service contract is an agreement between the Security Systems services Vendor and Miami-Dade County Public Schools (M-DCPS) for the Vendor to provide required services.

DD. Functional System: A status or condition of the security systems that meets M- DCPS specifications.

EE. Equipment Release**:** Document generated by M-DCPS to issue parts.

FF. TECHNICAL TERMS

1. IDF: A Security Systems intermediate distribution frame, which is subordinate to the Control Room/MDF, may or may not be interfaced directly with the Control Room/MDF, and may or may not be located in the immediate vicinity of the Control Room/MDF. IDF's may be located in a telecom or electrical room, Administrative office, and/or possibly in a classroom. IDF rooms do not necessarily contain the same manufacturer equipment as the Control Room/MDF and may provide services only to a portion of the facility.

2. MDF: Main Distribution Frame may also contain or encompass the Security Systems Control Room.

3. PTZ**:** Pan-Tilt-Zoom camera; These cameras provide the ability to pan the field of view allowing telephoto zoom capabilities with programmable or pre-established patterns and presets.

4. Fixed Camera: Stationary mounted camera without any pan or tilt capabilities.

5. Multi Sensor: cameras contain multiple cameras within a single housing. ~~C~~ameras and lenses can be configured to cover up to 360 degrees

6. IP Camera: Internet Protocol Camera transmitting video utilizing an open platform. Network switch/ switching hub – use for connecting system IP devices.

7. Megapixel Camera: IP high-resolution camera.

8. High Security Housing: Vandal resistant.

9. Video Balum: Video signal adaptor for transmission over twisted-pair cables.

10. CAT5, 5e, 6 / Twisted Pair: Type of network cable.

11. Fiber: Fiber optic cables.

12. Punch Down Block: Field termination blocks used for cross-connection and consolidation for unshielded twist pair cable.

13. Power Supply: 24 Volt AC, 12 Volt DC, or equipment specified voltage.

14. U.P.S.: Uninterrupted Power Supply providing backup power for a limited amount of time.

15. DVR: Digital Video Recorder

16. NVR: Network Video Recorder

17. Video Server: Digitizes analog video signals and sends digital images over an IP network.

18. Equipment rack: used to mount and lock system equipment

6.1.5 SUBMITTALS FOR ADDITIONAL SERVICES

A. Bidder shall submit a proposal for each project pursuant to section 6.2.1 of this ITB.

B. Bidder must have in its possession, as applicable, the manufacturer's user, installation, programming and operation manuals for the Security Systems being serviced. Upon request, one copy per contract period of any document shall be provided to M-DCPS at no cost

6.1.6 PROJECT CONDITIONS

A. SCOPE OF SERVICES

1. The Vendor shall provide the tools, test and diagnostic equipment and labor necessary to inspect, repair, maintain, and provide video retrieval and preventive maintenance for each Security System specified under this contract. All services and repairs of M-DCPS equipment and components must be in compliance with the manufacturer's specifications and guidelines. All equipment, materials, and associated components shall be procured separately for this contract.

2. When notified by the Owner, the Vendor MUST respond to the site within forty-eight (48) hours. All repairs/replacements are to be completed within seventy-two (72) hours of the initial Service Request issued via email or any other means. If repairs are not completed within this time, the Vendor shall immediately notify the M-DCPS authorized representative, via phone and in writing, stating the reason for the delay and establishing a completion date. Failure to comply shall be evidence of Vendor negligence, and may result in penalties and sanctions, including, but not limited to termination of the contract.

3. Should the work exceed the seventy-two 72-hour time frame and the repairs are not completed, the Vendor must notify M-DCPS immediately and provide a plan of action. However, should the Vendor's response and/or plan of action be deemed unacceptable, M-DCPS may complete the necessary work by any means necessary and back charge the vendor for actual costs incurred, including, but not limited to, labor, materials and equipment.

4. The Vendor shall provide and install all current software upgrades or revisions published by the OEM during the contract period. Such upgrades must be compatible with M-DCPS' Network protocols and any existing and/or new peripheral devices.

5. Vendors must maintain a satisfactory monthly evaluation of the service provided for each facility covered under this contract. The criteria for this evaluation are included within these contract documents. If at any time during the contract period, the Vendor's evaluations are not satisfactory, the Vendor will be notified of deficient performance. If the evaluation falls below 90% for any month, the Vendor will be placed on probation. If the Vendor falls below 90% for any two consecutive months, the Vendor will be recommended for default, as stated in Section 1.26. Any substantiated deficiency/failure determined by M-DCPS authorized personnel will be recorded and used during these evaluations for each facility.

6. The Vendor shall provide M-DCPS with a Daily Facility Service Schedule and shall notify M-DCPS in writing the next day if all of the scheduled locations are not serviced or any repairs are not completed per this schedule. Facilities that are not serviced or not completed shall be included on a first priority basis on the following day's service schedule. The purpose of this requirement is to ensure that incomplete service is not neglected or deferred indefinitely; therefore failure to comply will be reflected on the monthly evaluation.

7. During the term of this contract, M-DCPS may, at its sole discretion, add or delete sites and/or equipment/cameras from this contract. The vendor will be notified of any changes to the sites/equipment/cameras given in these specifications, and shall provide all labor, materials, and equipment necessary to test, service, inspect and maintain additional security systems in accordance with the attached specifications.

   Should a site/equipment be eliminated/demolished, the vendor shall not invoice, nor shall the

District continue payments for that site/equipment

Should a new site/equipment/camera be added to this contract, the vendor shall be initially notified verbally, confirmed as soon as practical in writing, and shall be expected to immediately perform all required services. The fee for the added site/equipment will be based upon similar equipment/cameras already under contract.

The vendor shall visit the new site/equipment being added to inspect and become fully acquainted with the site/equipment/cameras being added. An evaluation must be completed and returned to M-DCPS within 5 day of notification. If there are any violations/deficiencies at the new site/equipment and they are not reported within the 5-day period, the vendor may be responsible for the repairs.

8. All services performed by the Vendor shall comply with the requirements of the references listed above and Vendor shall maintain a truck stock sufficient to comply with contractual requirements.

9. During the course of service or preventive maintenance, the Vendor will be responsible for reporting all findings, actions taken, required or proposed to the site administration.

B. QUALITY ASSURANCE:

1. System Failure: Should any of the Vendor's activities result in a Systems failure whether related to or affected by the employee, the Vendor shall immediately inform the M-DCPS authorized representative via telephone and via email of the failure and anticipated length of downtime.

   The Vendor shall make every effort to expedite repairs and minimize downtime. If the system failure of hardware or software is a result of negligence on the part of the Vendor, the Vendor shall be responsible for all associated repair/replacement costs.

2. Training: Training classes covering system user operation shall be conducted by the Vendor if requested by the M-DCPS authorized representative. Attendees shall be determined by individual site administrators.

   If such training is conducted, documentation of the training shall be provided by the Vendor indicating the name of the trainer, the trainer's qualifications, date of the training and a list of attendees recording the length of training time provided. This documentation shall be forwarded to the M-DCPS authorized representative.

   Training will be required on an As Needed Basis per facility at no additional cost to M-DCPS. A reasonable time shall be determined by M- DCPS staff and the potential Vendor.

3. System Condition: Whenever services are provided, the Vendor shall ensure that the Security Systems are left in an operable condition. The Vendor shall document all performed services on the Service Ticket provided and at the conclusion of each inspection the senior site administrator must approve all rendered services.

   At the conclusion of each inspection or service, the Vendor shall insure that all serviced, replaced or repaired Security Systems equipment is properly recorded and all replaced equipment must be properly tagged.

   At the conclusion of each inspection, all identified deficiencies shall be immediately repaired in compliance with Scope of work.

4. All non-OEM parts and/or assemblies deemed non-repairable, defective or obsolete shall be replaced with parts or assemblies that are OEM approved. Replacement of all components shall be with other components of equal or better quality, as determined and accepted by the M-DCPS authorized representative. All materials and parts shall be UL listed for their intended purpose.

5. M-DCPS reserves the right to supply equipment, material, infrastructure or components to the Vendor for installation or replacement under this contract.

C SYSTEM CONFIGURATION AND FACILITY INFORMATION

1. At the initial site visit, the Vendor shall provide system configuration backups. This information shall be labeled with the facility's name stored on a CD or USB Thumb drive and printed. The Vendor shall submit a copy of the backup information to the M- DCPS authorized representative. The Vendor will also place the backed-up information in the Control Room/MDF lockbox. In the event there is no lockbox one will be provided for the Vendor to install in the Control Room.

2. During the term of the contract, if any modifications are made to the Security System effecting system configuration, the Vendor shall re-submit the system configurations as covered in paragraph 1.

3. Invoices for services at any individual site will not be processed until the Vendor complies with the provisions of this Section.

D. REQUESTED SERVICES

1. Only the M-DCPS authorized representative or designee shall be authorized to request any type of services under this contract. Should additional services be requested by the site administrator, the Vendor must forward this request to the M- DCPS authorized representative for authorization.

2. Emergency Service Request must result in the arrival of a Service Technician at the effected facility within two (2) hours of such notification. One (1) hour response is required in the case of police, fire, or homeland security deemed emergency at a facility. Failure to comply shall reflect monthly evaluation and may result in contract termination.

   a. Service requests may include, but are not limited to, the following:

      a. Base services
      b. Any system failure
      c. Inability to acknowledge, silence or reset audibles
      d. Failure of Security Systems to remotely communicate
      e. Administrative request
      f. Damages caused by other systems
      g. Vandalism
      h. Hazards

   b. If required, the Vendor shall provide service twenty-four (24) hours a day, seven (7) days a week including recess and Holidays. Failure to comply shall reflect monthly evaluation and may result in contract termination.

   c. In the event any conflict arises between Vendor's personnel and M-DCPS staff, the Vendor must immediately contact the M-DCPS authorized representative. The

Vendor must correspond only with the M-DCPS authorized representative. Should a conflict arise between the Vendor's personnel, M-DCPS staff the M-DCPS Authorized Representative shall direct the Vendor's personnel to leave the site immediately.

d. In the event equipment is released by M-DCPS. The equipment release time and location will be designated by the authorized M-DCPS representative.

e. Obtaining an RMA (Return Material Authorization) number is the responsibility of the contracted Vendor for all known defective equipment whether expired or still under warrant.

3. Equipment warranty shall be exercise and is responsibility of the contracted vendor.

E. NOTIFICATION OF ON-SITE SERVICE RESPONSE

During the course of service or preventive maintenance, the Vendor will be responsible for reporting all findings, actions taken, required or proposed by site administration.

F. REPORTING OF CONTRACT ACTIVITIES

1. During the course of service or preventive maintenance, the bidder will be responsible for reporting all findings, actions taken, required or proposed by site administration.

2. Daily reporting updates shall be made to the existing Security Camera Systems "Contractor Database", but not limited to. These updates will be used to monitor and tract the efficiency of contracted services; (Database format are subject to change)

a. At the end of each workday the contracted vendor must provide a comprehensive summary of all work performed on issued Service Tickets:
   i. Previously scheduled
   ii. Completed
      - Detail description of work performed
      - Equipment and supplies

   iii. Pending completion
      - Detailed description of pending items
      - Expected completion dates with a plan of action

   iv. None visited previously scheduled
   v. Video retrieval logs
      *Detailed log of video retrieved per facility
   vi. Emergency response reports

b. At the end of each workday the contracted vendor shall provide the revised schedule for service repairs.

   i. Non-completed and none visited service request shall be included in the revised schedule for the next business day.
   ii. Service request requiring reclassification as an emergency response or additional services must indicated and deemed by M-DCPS representative. These service requests will be rescheduled and handled according to the contract.

3. Quarterly reporting shall occur on each 90-day interval dating from contract start date.

a. At the end of each quarter the contracted vendor must provide a comprehensive summary of all work performed under of the contract. A total of: • Proactive maintenance
    - Completed and pending service request
    - Service requests received
    - Equipment required
    - Bill of material per facility
    - Emergency responses
    - Additional services

4. Bi-weekly reporting shall be a meeting with the contracted vendor every two (2) weeks located at the Facilities Operations Maintenance. These meetings will provide term-bid compliance tracking.

a. At each bi-weekly meeting the contracted vendor must provide details of all worked performed under and submitted daily reports. The details required for review of each service request will consist of but are not limited to; response time, service request status, diagnostic trouble shooting log review, replaced equipment, completion date, and unforeseen issues.

1. Vandalism / Hazards

i. Vandalism is covered under the basis of the contract. Defined as any item or system malfunction caused by any entity or any individual(s) whether intentional or non-intentional.

ii. Vandalized equipment shall not be removed until all police reports and required documentation are completed by the facility's administration. (missing or stolen equipment will be considered vandalized)

iii. All vandalized equipment discovered by the contracted vendor shall be reported to the facility's administration and to the M-DCPS BSS representative before removal or repair.

6.1.7 CONTRACTOR PRE-QUALIFICATION

Awarded contractors will be permitted to perform work classified as general maintenance and repair under the authority of the Annual Maintenance Permit. However, some work generally accomplished under the Annual Maintenance Permit may require the Vendor to be pre-qualified. Only contractors who have successfully been prequalified pursuant to State Requirements for Educational Facilities (SREF [2014]), Chapter 6-2, Section 4.1(8), Florida Statute 1013.47(2), and M-DCPS Board Policy 6334, will be permitted to perform such work. Additionally, only pre-qualified contractors can perform work classified as construction and any work requiring a separate permit from the M-DCPS Building Department. The Contractor Prequalification Application may be obtained at http://oeo.dadeschools.net/#!/fullWidth/291.

Bidders without a Pre-qualification Certification shall be prohibited from receiving an award for work until they have a valid a Pre-qualification certificate.

6.1.8 PERMITS

This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for obtaining this Permit. However, a specific building permit will be required for any category of work administered and supervised by any M-DCPS department other than Maintenance Operations and certain projects defined by the Florida Building Code, including, but not limited to, all projects estimated to cost $200,000 or more, and any work categorized as remodeling. The vendor will be responsible for obtaining these specific permits from the Miami-Dade County Public School's Building Code Compliance Office.

6.1.9 DESIGN/DRAWING REQUIREMENTS

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

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

    2. The Bidder shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies until approved. The Bidder shall direct specific attention in writing or on resubmitted documents to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s). The District shall not be liable for any parts or materials ordered by the Bidder prior to approval of design documents.

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

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

C. For projects which the Board provides design documents, the Bidder shall review the plans and identify any discrepancies, inconsistencies, mistakes, etc. prior to preparation of signed and sealed drawing. Prior to commencement of construction, the Bidder shall verify measurements in the field, and identify any differences from the furnished drawings.

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

E. Shop Drawings

    1. The Bidder shall review, approve and submit six sets of all shop drawings and samples required for the work. Shop drawings and samples shall be identified as specified, or as required by the M-DCPS authorized representative. At the time of submission, the Bidder shall inform the M-DCPS authorized representative, in writing, of any deviation of the shop drawings or samples from the requirements of the project scope.

    2. The Bidder shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Bidder shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s).

    3. No portion of the work requiring a shop drawing or sample submission shall commence, nor shall the District be liable for any parts or materials ordered by the Bidder until the submission

has been approved. All such portions of the work shall be in accordance with approved shop drawings and samples.

F. Upon completion of the work and final acceptance by M-DCPS, The Bidder shall furnish all documents and drawings specified in section 6.2.3, **COMPLETION OF WORK, TESTING OF EQUIPMENT AND FINAL ACCEPTANCE,** of these specifications.

G. M-DCPS reserves the right to withhold final payment until receipt of these documents.

6.1.10 PERFORMANCE SECURITY

Bidders shall not be required to submit performance security in order to be awarded and placed on the list of pre-approved Bidders. However, in the event that the value of an individual project meets the criteria specified in Florida Statute 255.05, and reflected by M-DCPS Board Policy 6320, the Bidder awarded the project shall provide performance security for that project in the amount and manner established in the INSTRUCTIONS TO BIDDERS.

6.2 EXECUTION

6.2.1 ADDITIONAL SERVICES - PROJECT SITE SCOPE MEETING/REQUEST FOR QUOTES RFQ

A. If requested by M-DCPS, the Vendor may be required to perform additional services including but not limited to vandalized repairs, installation and/or expansion of Security Systems, maintenance and service of intrusion alarm systems, access control systems and/or low voltage systems in any of its facilities. M-DCPS may also choose to use this contract to service or maintain existing systems with new or preferred technology. Work performed shall comply with OEM Manufacturers' standards.

1. Labor rates for additional services shall be noted by the Vendor on the bid proposal forms for:
    a. Qualifier
    b. Architect / Engineer
    c. Project Manager
    d. Service Technician
    e. Helper

2. If quotes to supply Equipment are requested, the cost shall be as follows:
    a. Security Systems products:

3. The Vendor shall bid a minimum of 30% off from the most recent OEM published list price. At no cost to M-DCPS, the Vendor shall supply the M-DCPS authorized representative with manufacturer's most recent OEM published price list. Vendors shall note the established discount percentage off the published price list on the bid proposal forms.

4. Vendor shall complete and submit Form A, Exhibit 1, for all additional service quotes.

5. Miscellaneous Equipment and/or materials Not in Contract (N.I.C)

6. M-DCPS reserves the right to obtain quotations from the awarded Vendor, or other approved Vendors, for miscellaneous equipment and/or, which shall include but not be limited to raceway, connectors, couplers, fasteners, boxes, cable and wiring.
7. Vendor shall complete and submit Form B, Exhibit 2, for all quotations where miscellaneous equipment and/or materials are required.

8. Proposals for additional services (Form A and Form B) shall be submitted to the M-DCPS authorized representative within five (5) working days of being requested.

B. Subcontracting

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

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

1. 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.

2. In the event that the obligations and assets of the Bidder are merged or assumed by some other legal entity, the Bidder agrees to provide written notice to the Board or its designee, and The School Board of Miami-Dade County shall at its sole option allow the contract to continue under the new ownership or to terminate the contract because of non-acceptance of the new entity, principal(s) and/or personnel. Termination of contract may be without penalty if the new entity principal(s) or personnel were not previously employed with a company that was defaulted by the Board and has not been reinstated by M-DCPS. Such election shall be made at the sole discretion of The School Board of Miami-Dade County.

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

4. The Bidder 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.

6.2.2 EXAMINATION OF SPECIFICATIONS

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

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

6.2.3 CHANGE OF SCOPE OF WORK

A. After issuance of a purchase order and commencement of a project, the scope may be changed for reasons including, but not limited to, unforeseen circumstance or owner's request. In the event the change in scope entails additional work, the M-DCPS authorized representative shall issue a request for quote (RFQ) to the Bidder assigned the project in order to maintain continuity and progress of the work. The time frame for response shall be stated in the RFQ. Bidder error or omission shall not be cause for any additional cost or concomitant issuance of a supplemental purchase order.

B. If the Bidder does not respond within the time frame stipulated in the RFQ, or if in the sole opinion of M-DCPS, the cost proposal exceeds reasonable market value, M-DCPS may at its sole option, perform the work in any manner it deems in the best interest of the District, including cancellation of the original purchase order and compensating the Bidder only for work performed and materials in place.

C. If the Bidder's proposal is acceptable, a supplemental purchase order will be issued for the additional work. If necessary, the original completion date may be adjusted by mutual agreement between the Bidder and the M-DCPS authorized representative.

D. If there is a reduction in the scope of work, the M-DCPS authorized representative shall issue a Request for Credit (RFC), the amount of which shall reached through mutual agreement or, absent such agreement, by the use of R. S. Means Reference Estimating Guidelines, or other recognized estimating tool, to establish a fair market value of the work in question. This amount shall be deducted from the lump sum due to Bidder.

6.2.4 TIME AND MATERIAL REPAIRS

A. When the need arises, MDCPS may require Bidders to respond to requests for repairs on a time and materials basis. Bidders will be required to complete a Time and Materials Quote Sheet subsequent to award.

B. Bidders will be selected to perform time and materials repairs based upon 1) the submitted rates, and 2) availability of the Bidder's service personnel to respond within the necessary time frame dictated by the nature of the repair and 3) the expertise of the Bidder necessary to complete the repairs.

6.3 M-DCPS FURNISHED EQUIPMENT AND/OR MATERIALS

M-DCPS reserves the right to supply its own materials and/or equipment or to purchase independently parts and equipment directly from manufacturers, or any other source, for any project. An inventory of owner furnished materials and equipment shall be included as part of the scope of work. In those cases, the Vendor may be required to provide transportation of any Owner furnished equipment and/or materials anywhere within Miami-Dade County. While such property is in the custody of the Vendor, the Vendor shall be responsible for loss or damage until delivery to the work site, and/or if released into the custody of the contractor for project usage, the contractor must store material in a secured location. The M-DCPS authorized representative shall then inspect the materials or equipment and verify its condition before releasing the Vendor from liability. All furnished equipment. materials and/or property not consumed in performance of the project shall remain the property of M-DCPS and the contractor shall schedule its return to the owner within 3 days after the project has been accepted by M-DCPS. All furnished equipment and/or materials property not consumed in performance of the project shall remain the property of M-DCPS.

6.4 PROTECTION AND CLEANUP

A. The Bidder shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The Bidder shall also insure that M-DCPS property is protected from damage and defacement resulting from the Bidder's activities. Any such damage shall be corrected by the Bidder at the Bidder's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.

B. It is the responsibility of the Bidder to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The Bidder shall be responsible for disposal of all waste material and shall do so in conformance with applicable laws codes and ordinances.

C. Bidder, its employees and/or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without permission prior to commencement of project from the M-DCPS authorized representative.

D. Bidder's materials, equipment and tools which are not in use shall be stored in a secured location supplied by the Bidder.

E. M-DCPS is not responsible for loss of tools, equipment or supplies.

F. Site shall be left in a debris free condition upon completion of work

G. Vendor shall ensure all ceiling tiles that are removed while performing work are replaced and/or reinstalled at the end of each workday and/or prior to leaving the site.

H. Vendor vehicles shall be parked only at locations authorized by the site administrator.

I. Bidder shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.

J. Bidder shall not impede or interfere with the normal function of the facility, its occupants or its programs.

6.5 TERMINATION AND REMEDY

A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the Bidder.

B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and default the Bidder if material or procedures are used other than those specified.

C. In the event that the Bidder fails to perform any of the services in a satisfactory, timely manner and in compliance with the terms and conditions of this contract, M-DCPS shall issue a written notice to the Bidder, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the Bidder, accomplish the work in any manner it chooses, with all direct and indirect costs of such work being borne by the Bidder.

D. As a result of Vendor negligence, should a system covered under this contract remain inoperative or exhibit any trouble condition for more than twenty-four (24) hours after notification to the Vendor and issuance of appropriate direction to repair said system, M-DCPS shall effect any and all actions necessary to assure the safety of the building occupants and security of the physical plant, including, but not limited to temporary equivalent services, with all associated costs being borne by the Vendor.

E. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which is a result of the Bidder’s negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances, shall be borne solely by the Bidder.

F. Bidders which exhibit repeated patterns of non-responsiveness to requests for proposals may be disqualified from future work under this bid.

G. Exercise of any provision of this section does not preclude the District from pursuing remedies available through law, rule or any other provision of this contract.

6.6 NON-EXCLUSIVITY

M-DCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, award of other contracts, or to perform the work with its own employees.

6.7 INVOICING

A. All invoices shall be submitted in conformance with Section XIV. DELIVERY AND BILLING, paragraph C, INVOICES of this contract.

B. A duplicate original invoice shall be submitted simultaneously to the M-DCPS authorized representative identified in the item description of the purchase order with the information listed below:

1. For Base Services, the invoice document shall be submitted Bi-Monthly and must contain, as a minimum, the following information as appropriate:

    a. M-DCPS purchase order number (P.O.#) and release number, when appropriate.
    b. Description and serial number of any equipment purchased
    c. Scope of work performed
    d. Start and completion date(s) of work performed.
    e. Work location where services were provided.
    f. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
    g. Final release of claim from the Bidder.
    h. Written warranty.

2. For Additional Services, the invoice document shall be submitted timely and must contain, as a minimum, the following information as appropriate:

    a. M-DCPS purchase order number (P.O.#) and release number, when appropriate.
    b. Description and serial number of any equipment purchased
    c. Scope of work performed
    d. Start and completion date(s) of work performed.
    e. Work location where services were provided.
    f. Final release of lien, and/or consent of surety.
    g. OEM part number(s)/serial number(s) and description of materials utilized, quantities and unit prices.
    h. Labor hours type, quantities and unit prices from any subcontractor or supplier, if applicable.
    i. Final release of claim from the Bidder.
    j. Written warranty.

C. 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 the contract. Work found to be deficient will be corrected by the Bidder at the Bidder's expense prior to any payment being made. The Bidder will not be compensated for waste and/or surplus materials.

D. Clean and clearly legible copies of service tickets and/or time sheets shall document the labor and shall accompany the invoice. These documents shall indicate the technician's name or ID number, the dates and times services were provided. Service tickets SHALL be signed at the end of the workday by work location administrator or designated staff.

E. Projects that do not exceed 45 actual workdays may be paid in one lump sum. For projects exceeding 45 workdays, partial payments may be requested on a 30 day cycle.

F. Invoices, required documents and manuals shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.

G. The acceptance of final payment shall constitute a waiver of all claims by the Bidder except those previously made in writing and unresolved at the time of final invoicing.

H. All prices shall be F.O.B. (Free On Board) destination, delivered, and installed at the site intended in Miami-Dade County, Florida, per specifications, and shall include a one (1) year warranty on servicing of equipment. The one (1) years warranty shall begin on date of acceptance.

I. In the event M-DCPS delays a project that has begun, a partial payment may be made on all equipment and material delivered to the intended site, not to exceed 50% of the total quoted price for that location. The material received on site must be verified and accepted by the M-DCPS authorized representative. The Bidder assumes all responsibility for all equipment and material delivered to the intended site. The remaining balance will be paid upon completion, inspection and final acceptance by the M-DCPS authorized representative.

J. No advance payment can be made.

K. Acceptance of final payment shall constitute a waiver of all claims by the Bidder except those previously made in writing and unresolved at time of final invoicing. Failure to provide the above documentation may result in delay of payment to Bidder. All invoices shall be submitted for payment bi-monthly, within five (5) working days following the close of the billing period. This schedule may be adjusted during the course of the contract by mutual agreement between the vendor and M-DCPS. Invoice amount shall be in conformance with the terms as described on individual purchase orders.

6.8 WARRANTY

A. All installed equipment and materials purchased or provided shall be guaranteed by the Bidder against any defects for a minimum period of one (1) year. Manufacturer's warranties in excess of one (1) years shall be provided to M-DCPS at no additional cost. In the event defects become evident within the one-year warranty period after date of acceptance, the Bidder shall furnish all replacement parts, equipment, materials and labor at no cost other than those agreed upon in accordance with manufacturer warranties and extended warranty provisions as indicated in the equipment/materials/labor listing provided for bidding purposes to M-DCPS. Bidders shall include one (1) year warranty on workmanship.

B. This warranty shall be provided to the Board, in writing, at time of final invoicing.

C. Bidder shall remedy any work which fails to conform to the requirements of the contract, and which appears during the progress of the work, within five (5) business days. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the Bidder shall initiate remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice or not to exceed five (5) business days. Should the Bidder fail to respond to the written notice within the time frame specified, M-DCPS may affect warranty repairs by any means necessary, and the Bidder may be held responsible for reimbursement of all associated costs.

D. Failure by the Bidder to honor warranty obligations, shall subject the Bidder to Default or Debarment proceedings, and no contract extension. Should the contract term expire, the Bidder is still obligated to address warranty issues or will be subject to Default or Debarment Proceedings Pursuant to

School Board Policy, inasmuch as warranty is attached to this contract until warranty expire.

E. Neither the final payment nor any provision in the contract documents shall relieve the Bidder of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

F. The warranty on operation shall be that the system meets the performance standards of the M-DCPS Master Specifications and Design Criteria (FCC, UL, NEC, guidelines, rules, and regulations).

G. During the warranty period for each facility, the Bidder shall maintain the ability to adequately supply replacement or spare materials/equipment, and provide temporary equipment if system is down for more than 48 hours.

a) Not allowing any system failures to exceed five (5) business days after initial notification from M-DCPS.
b) Prior authorization is required from an M-DCPS administrator for removal of any property.
c) Extenuating circumstances that prevent the completion of warranty repairs in a timely manner must be documented to M-DCPS staff.
d) Failure to address inoperable equipment or workmanship issues within five (5) business days will subject the Bidder to default pursuant to School Board policy.

6.9 LIMITATION OF BIDDER'S LIABILITIES

If the performance of any part of this contract by the Bidder 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 Bidder, the Bidder 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 Bidder shall provide the requirements of this contract using any personnel deemed necessary. This paragraph shall also apply to the installation and warranty requirements of this bid.

6.10 MATERIALS AND WORKMANSHIP

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

6.11 EFFECT OF BOARD APPROVAL

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

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

6.12 AUDIT AND INSPECTION OF RECORDS

The vendor agrees that M-DCPS, or any of its agents or authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other books, records, and accounts pertaining to the work performed under this contract. Further, the vendor agrees to maintain all records related to this contract for a minimum of three years after completion of the contract.

SECTION 7 - BID SUMMARY EXCEL SPREADSHEET

SPREADSHEET: Bidder **MUST** complete the attached Excel document with the corresponding prices as requested. Submit the completed Excel file in .xls (or similar type format) with your bid proposal response via the e-bidding platforms Periscope S2G or DemandStar. No handwritten Summary sheets will be accepted.

The Bidder shall offer all the elements of this ITB and meet all service requirements and specifications listed within Section 6.0 – Scope of Services, including furnishing labor, supervision, and materials necessary for this work.

The information contained on 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.

The Remainder of this page was left intentionally blank.

SECTION 8 - FORMS AND ATTACHMENTS

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

ATTACHMENT 1 COVER PAGE
ATTACHMENT 2 MAILING LABEL
ATTACHMENT 3 STATEMENT OF “NO BID”
ATTACHMENT 4 ACKNOWLEDGEMENT OF AMENDMENTS
ATTACHMENT 5 CONFLICT OF INTEREST
ATTACHMENT 6 DEBARMENT
ATTACHMENT 7 INSTRUCTIONS
ATTACHMENT 8 BIDDER’S PREFERENCE
ATTACHMENT 9 DRUG-FREE WORKPLACE (must be notarized)
ATTACHMENT 10 LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY (must be notarized)
ATTACHMENT 11 ANTI-COLLUSION STATEMENT
ATTACHMENT 12 BIDDER EXPERIENCE
ATTACHMENT 13 SUBMITTED BID DOCUMENT VERIFICATION FORM
ATTACHMENT 14 PROPOSAL SUBMITTAL RECEIPT FORM
ATTACHMENT 15 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
ATTACHMENT 16 BID OPENING INSTRUCTIONS
ATTACHMENT 17 REGISTRATION INSTRUCTIONS FOR PERISCOPE S2G AND DEMANDSTAR

Exhibit 1 Form A
Exhibit 2 Form B
Exhibit 3 M-DCPS Security Systems Contract Forms, M-DCPS Camera Counts and M-DCPS Security Systems Contract Guidelines

ATTACHMENT 1 – COVER PAGE

Cover Page for Bid

BIDDER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(_____) _____	(_____) _____	_____

BIDDER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____Partnership ____Proprietorship ____Joint Venture

____ Other (Explain): _____

IF CORPORATION,

Date Incorporated/Organized: _____

State Incorporated/Organized: _____

States registered in as foreign corporation: _____

BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

BIDDER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this bid is submitted in response to this solicitation.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2 - MAILING LABEL

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

SEALED PROPOSAL ENCLOSED

(To be opened by the Contact Person noted below)

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

BID BOX

Miami-Dade County Public Schools
Procurement Management Services
Attn: Elena Varona
1450 NE 2nd Ave
Miami, FL 33132

ITB No.: ITB-20-039-EV
ITB Title: Security System Services
Proposal Due Date: Thursday, June 10, 2021 by 1 p.m. EST

ATTACHMENT 3 - STATEMENT OF "NO BID"

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

The School Board of Miami-Dade County, Florida
Procurement Management Services
1450 NE 2nd Avenue, Miami, Florida 33132
Attn: Elena Varona

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

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____ Email: _____

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

Comments:

_____

_____

_____

_____

Signature: _____

ATTACHMENT 4 - ACKNOWLEDGEMENT OF AMENDMENTS

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

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

Addendum #1, Dated _____, 20___

Addendum #2, Dated _____, 20___

Addendum #3, Dated _____, 20___

Addendum #4, Dated _____, 20___

Addendum #5, Dated _____, 20___

Addendum #6, Dated _____, 20___

Addendum #7, Dated _____, 20___

Addendum #8, Dated _____, 20___

PART II:

☐ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

ATTACHMENT 5 - CONFLICT OF INTEREST

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

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

VENDOR NAME: _____

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

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

Check one of the following and sign:

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

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

_____ Signature

_____ Printed Name

ATTACHMENT 6 - DEBARMENT

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

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

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

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

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

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

_____

Organization Name

_____ _____

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

_____ _____

Signature(s) Date

ATTACHMENT 7 - INSTRUCTIONS

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 8 - BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

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

VENDOR NAME: _____

Section 1: Attorney for an Out-of-State Bidder must complete and sign Section 1

Section 2: Florida Bidder must complete and sign Section 2 and have it notarized

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY – FLORIDA BIDDER MUST COMPLETE AND SIGN THIS SECTION AND HAVE IT NOTARIZED ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS T**

(Must Select One)

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

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

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

_____

_____

Page 1 of 2

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME; the undersigned authority, in and for the State of Florida, 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.

_____
SIGNATURE OF AFFIANT DATE

_____
PRINTED NAME OF AFFIANT

_____
TITLE

_____ _____
COMPANY NAME

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

Page 2 of 2

ATTACHMENT 9 - DRUG-FREE WORKPLACE

VENDOR NAME: _____

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

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

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

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

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

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

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

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

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

_____
(Signature)

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

Personally known _____ _____or

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____
(Type of Identification)

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

ATTACHMENT 10 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME:		
CONTACT PERSON:		
LOCAL ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____
		Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*:_____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

ATTACHMENT 11 - ANTI-COLLUSION STATEMENT

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

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

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

Type of Business Organization and Authority of Signatory:

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

LEGAL NAME OF AGENCY OR
BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

EMAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Revised 11/19/20

ATTACHMENT 12 – BIDDER EXPERIENCE

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

BIDDER REFERENCE EVALUATION FORM

Bidder Name:

Bid Number:

Bid Title:

Name of Organization Providing Reference:

Contact Person:

Date of Evaluation:

Email:

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

I. DELIVERY

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

II. PRODUCT QUALITY

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

III. PRODUCT SUBSTITUTION

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

IV. PACKAGING

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

V. INVOICING

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

VI. PROFESSIONALISM

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

VII. ACCESSIBILITY

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

VIII. OVERALL RATING

Recommend for new business ☐

Does not recommend for new business ☐

OVERALL STATEMENT OF VENDOR'S PERFORMANCE

CLIENT'S NAME:_____

SIGNATURE: _____ DATE: _____

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

Revised 11/19/20

ATTACHMENT 13 - SUBMITTED BID DOCUMENT VERIFICATION FORM

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

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in 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 applicable home state.		
c. Three (3) references from organizations comparable in complexity and/or size to M-DCPS. **This must be documented on Attachment 12, Bidder Experience form, whereby each bidder uses one form per reference.**		
d. Copy of State Certified Electrical Contractor (EC license, or State Certified Alarm Contractor, EG, EF, or EY license).		
e. Submission of all documentation/information stated in this ITB, including, without limitation, the documentation, information and/or plans stated in Sections 5, 6, and 7 of this ITB, as well as the required forms and attachments, as stated in Section 8 of this ITB.		
f. If applicable, please indicate <u>in your bid response</u> the proposed percentage or dollar amount of work to be assigned to a certified subcontractor, if any, along with the scope of work the certified subcontractor will provide related to this solicitation.		

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

Name of Bidder:_____

_____ _____

Signature of Bidder's Authorized Representative *Date*

_____ _____

Printed Name *Title*

For Internal Use Only:

Signature of Originating Department (as applicable)	*Date*
Printed Name	*Title*
Procurement Staff Name/Signature	*Date*

ATTACHMENT 14 - PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the guidelines stated in the Instructions to Bidders. 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. **Please complete the following form and attach the form to the outside of your firm's bid response.**

ITB Name and Number:	ITB-20-039-EV Security System Services
ITB Due Date:	Thursday, June 10, 2021 by 1:00 p.m. EST
Bidder's Name	
Business Address	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	

ATTACHMENT 15 - FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT

The State of Florida has enacted a law that requires proposers 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 Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July l, 1989.

All Proposers 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.

ITB 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 proposer or contractor) is_____.

2. My relationship to _____(name of proposer 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 Statues 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, l989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contender.

5. I understand that “affiliate” is defined by the statute to mean (l) 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 Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer 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 Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer 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 Proposer 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

Page 2 of 2

ATTACHMENT 16 - BID OPENING INSTRUCTIONS

ITB-20-039-EV
SECURITY SYSTEM SERVICES

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Thursday, June 10, 2021 at the MDCPS School Administration Building located at 1450 NE 2nd Ave, Miami, FL 33132,** in a main sealed envelope or container (box), and via the e-bidding platforms Periscope S2G or DemandStar.

For bid submittal requirements or instructions, please refer to **Section 5.3** of this ITB.

INSTRUCTIONS: Bidders can drop off their bids at the bid box at the 2nd Avenue entrance to the MDCPS School Board Administration Building. Bidders should place security badge on the outside of their bid submissions. A picture ID is required to enter the premises.

The bid opening will take place virtually at 2:00pm via zoom.

Thursday, June 10, 2021 EST 2:00pm via Zoom
Meeting ID: 963 8325 8347
Passcode: 978824
One tap mobile
+16468769923,,96383258347# US (New York)
+13017158592,,96383258347# US (Germantown)

SPECIAL INSTRUCTIONS: Bidders are required to practice social distancing guidelines when visiting the School Board Administration Building or any other MDCPS site.

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

Should you have any trouble locating the site please call (305) 995-4288.

ATTACHMENT 17 –REGISTRATION INSTRUCTIONS

PERISCOPE S2G REGISTRATION INSTRUCTIONS:

To register for free as a vendor in the Periscope S2G system (previously known as BidSync), you must complete the registration form. Once your application has been submitted, the activation process may take up to 24 hours.

1. Navigate to the Periscope S2G page by going to:

   https://prod.bidsync.com/miami-dade-county-public-schools

2. Click on **Register For Free**.

3. On the **Account Information** page, fill in your **E-mail address.** The system will determine if this email address is already associated with an existing account.

4. Once your email address is confirmed as **not** already registered, enter in the rest of your user information.

5. Enter in demographic information and check the box indicating agreement and understanding to the Terms and Conditions of use.

6. An email is sent with a link to verify your email address and begin setting up your business profile.

7. If you need to have your account confirmed immediately, or if you need further assistance, please contact Periscope S2G Support at (800) 990-9339.

DEMANDSTAR REGISTRATION INSTRUCTIONS:

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to:

   https://www.demandstar.com/app/registration.

2. On the **Get Started! Create your free DemandStar account** page, fill in your **E-mail address** and your **Company Name**.

3. Read and accept the Terms of Use and Privacy Policy.

4. Choose your Free Agency: Please type **Miami-Dade County Public Schools** and select it, click next.

5. Input your Company Contact Information and click Submit.

6. Input your Contact Information and click Submit.

7. An email will be sent for you to confirm your account.

8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305