

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.....	19
7	Bid Summary Excel Spreadsheet.....	39
8	Forms and Attachments.....	40

Attachment 1	Cover Page
Attachment 2	Statement of “No Bid”
Attachment 3	Acknowledgement of Amendments
Attachment 4	Conflict of Interest
Attachment 5	Debarment
Attachment 6	Instructions
Attachment 7	Bidder’s Preference
Attachment 8	Drug-Free Workplace
Attachment 9	Local Business Affidavit of Eligibility
Attachment 10	Anti-Collusion Statement
Attachment 11	Bidder Experience
Attachment 12	Submitted Bid Document Verification Form
Attachment 13	Florida Statutes on Public Entity Crimes
Attachment 14	Bid Opening Instructions
Attachment 15	DemandStar Registration Instructions
Attachment 16	Statement of Intent to Perform as a Certified Subcontractor/ Subconsultant
Attachment 17	Sample Request for Quotation Matrix

SECTION 3 - CALENDAR

ITB Release Date	February 23, 2023
Pre-Bid Conference*	March 1, 2023 at 9 am
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown)
Deadline for Questions	March 1, 2023, at 5:00 p.m. ET
Bid Due Date/Time	March 16, 2023, at 1:00 p.m. ET
Virtual Bid Opening Meeting:	March 16, 2023, at 2:00 p.m. ET
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 14)
Projected Board Approval of Contract	April 2023
Contact Person for this ITB: Email Address: Telephone: Fax:	Charisma Montfort cmontfort@dadeschools.net (305) 995-2364 (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 5.4. 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 ONLY, in accordance with the bid submittal requirements set forth under Section 5.4 and Attachment 14. 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. If Bidder is not registered to transact business in the State of Florida, Bidder must provide a copy of Bidder's current registration in their state of incorporation/organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes.
- 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 and/or F.S. 120.57.

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

Posting the Bond

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

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

- 1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.
- 2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
- 3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

- B. Bond:** Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.
- C. Bond:** Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.
- D. Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the Board's decision or intended decision/action 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 Board's notice of intended action shall be posted the Friday preceding the Board's Fiscal Accountability & Government Relations Committee meeting immediately prior to the Board meeting at which the contract will be awarded or approved. The notice of intended action can be found on the Procurement Management Services' website at: http://procurement.dadeschools.net/bidsol/asp/bid_portal.htm, under the NOTICES section located on the top left hand side of the page. The Board's monthly Committee meetings are posted on the District's Master Calendar page, which can be accessed via the following link: <https://www3.dadeschools.net/Meetings/home>. To find the Board Committee meeting for the current month, search under the "School Board and School Board Committee Meetings" category from the drop down menu, which can be found under the MEETINGS LISTING section of the page.

Parties interested in obtaining records related to any items noted in the notice of intended action shall submit a public records request to the District at pr@dadeschools.net. Such public records requests shall be addressed in accordance with Chapter 119 of the Florida Statute. If a public records request is related to an intent to protest, parties may wish to include a notation of such intent in their request.

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: Dlopiz@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:

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

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

2. Awards of \$500,000 or Less

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

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

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

- D. **RELEASE OF PERFORMANCE SECURITY:** Return to the 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(l) 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 statutes, and School Board Policies.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this 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 County, 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 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 6320.02 Small/Micro, Minority/Women, and Veteran Business Enterprise Programs, 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 preapproved vendors for the purchase and installation of wiring services for Miami-Dade County Public Schools, as further outlined in Section 6 of this ITB.

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 and award all responsive and responsible bidders regularly engaged in network connectivity. The recommendation for award will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final. The agreement between the successful proposer(s) and the Board will be non-exclusive.

- Pricing will not be an initial requirement for the award of this bid. Bidder's that meet all the requirements of this solicitation will be added to a pool of pre-approved vendors.
- Awarded vendors may receive a Request for Quotes (RFQ) for orders over the current quotation threshold of one-thousand dollars (\$1,000).
- For all items under \$1,000, the award of items will be based on a rotation of item requests.
- The RFQ will be awarded to the lowest responsive, responsible bidder, meeting specifications. Prices must remain firm and fixed for a minimum period of forty-five (45) days. If requested, all quotes must be submitted on forms provided by the M-DCPS authorized representative.
- Please note that prices quoted shall not include sales tax, as The School Board of Miami Dade County, Florida, is a non-profit organization and, as such, does not pay sales tax on any material, equipment, services, etc.

The agreement between the successful bidder(s) and the Board shall be non-exclusive. Procurement staff may apply scoring incentives for registered businesses certified by the M-DCPS Office of Economic Opportunity, 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 recommended that the electrical portion of this solicitation be sheltered for M-DCPS certified African American or Non-Minority Woman firms or firms using a M-DCPS certified African American or Non-Minority Woman subcontractor for the electrical installation portion of this solicitation. Bid responses that do not meet this requirement will be deemed non-responsive.

5.3 PRICE ADJUSTMENTS

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

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

5.4 BID SUBMISSION

The entire bid packet must be submitted electronically via the e-bidding platform DemandStar. All bids must be neatly typed on 8 1/2" X 11" page size, with normal margins and spacing. **It should be noted that M-DCPS is no longer accepting submittal of bids in hard copy format. All bids must be submitted electronically via DemandStar.**

For more information on how to register on DemandStar, please refer to the instructions set forth in **Attachment 15.**

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

Please note that bids are due on the date and at the time indicated in Section 3. Bid response submission to the Procurement Management Services via DemandStar 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 any delays in Bidder's submission of their bid.

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.

5.5 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

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.

5.6 SMALL/MICRO, MINORITY/WOMEN, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to participation by businesses certified by the M-DCPS Office of Economic Opportunity, as part of all District contracting. The School Board

has active 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 certifications must be completed online using the following link: <http://oeo.dadeschools.net/certification.asp> Furthermore, vendors certified as a small/micro, minority/women, veteran and/or other qualifying certifications 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 businesses certified by the M-DCPS OEO 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 compliance report via the M-DCPS Online Diversity Compliance System for compliance with use of certified subcontractors 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 and/or submittal of the monthly compliance reports.

Please refer to Sections 5.2 and 5.7 for the certified firm participation information applicable to this ITB.

5.7 REQUIRED SUBCONTRACTOR/SUBCONSULTANT INFORMATION TO BE SUBMITTED BY THE BIDDER

If Bidder is not a M-DCPS certified African American or Non-Minority Woman firm, Bidder's proposal must include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor for the electrical portion of this bid and the bidder must state what dollar amount or percentage of work is being performed by such subcontractor.

Please include a completed Attachment 16 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) in your bid response to specify the name of the certified subcontractor/subconsultant, the proposed percentage or dollar amount of the work to be assigned to the certified subcontractor/subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. Proposals submitted by a bidder that is not a M-DCPS certified African American or Non-Minority Woman firm or proposals from non-certified firms that do not include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor for the electrical portion of this bid, including the dollar amount or percentage of work to be performed by such subcontractor, shall be deemed non-responsive.

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.

5.8 WARRANTIES

The warranty for equipment, after delivery and acceptance by the school or department, shall be for three (3) years, or manufacturer's warranty, whichever is greater. The successful vendor(s) will be responsible to repair or replace each unit during the warranty period, at no cost to the Board. If off-site repair is required, the District requires a replacement during the time of the repair at no cost to M-DCPS. Vendor agrees to

repair and return equipment within three (3) days from receipt of request. Vendor must be able to provide maintenance on equipment after initial warranty period.

SECTION 6 - SCOPE OF WORK

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

6.1 GENERAL INFORMATION

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

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

6.2 SCOPE OF WORK

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

- a. In order to assist Vendor(s) in understanding the wiring and conduit arrangements used by MDCPS, see the Design Criteria, Divisions 13, 16 and Appendix A13. The following link is provided for downloading documents:
<https://api.dadeschools.net/WMSFiles/160/Design%20Criteria/Design%20Criteria.pdf>
- b. The notes are intended to show M-DCPS standards and are based on Electronic Industries Association/Telecommunications Industries Associates (EIA/TIA) standards 568 and 569 and field experience. The notes were originally developed to assist architects and engineers who had little or no experience with telecommunications wiring. Each installation must be designed based on the concepts in these notes. Each installation must be coordinated with ITS, Infrastructure and Systems Support (ISS) project managers. Suggestions to improve these concepts and to reduce costs are solicited.
- c. Normally in new construction, the conduit with pull-strings and backboards for voice and data will be installed by electrical subcontractor(s) to the general contractor. The wiring contractor(s) shall carefully inspect the conduit work for adequacy and inform the ISS project manager of any needed changes. In the event that conduit and backboards are required but have not been supplied by the general contractor or electrical sub-contractor, the wiring contractor shall be responsible for installing conduit and backboards in addition to the wiring. In existing buildings, the wiring contractor shall be responsible for installing needed conduit and backboards in addition to the wiring.
- d. The contractors that will install the various systems equipment will inspect the wiring and report any required changes to the ISS project manager. The wiring contractor, the equipment contractor, ISS project manager and construction project manager shall cooperate with each other to resolve any problem involving wiring.

- e. It is recognized that schools may have different architectures and may require different quantities of material. Vendor(s) shall submit price sheets giving unit costs for material and associated installation labor. After award of contract, the contractor shall provide a detailed list of materials and labor for each project. The wiring contractor shall provide timeframes, riser diagrams, line items, fiber and copper cable specifications and scope of work, which shall be reviewed and approved by ISS. No work shall be started before approval by ISS.
- f. Scheduling of visits to the various schools shall be coordinated by ISS in order to insure adequate access for the visitors and to minimize disruptions at the schools.

6.2.1 DEFINITIONS

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

6.2.2. VENDOR RESPONSIBILITY

- a. Bidders shall have an established business in Miami-Dade or Broward County with office and staff capable of performing all functions of this bid. Bidder or principal personnel shall have a minimum of seven years' experience in installing telecommunications wiring systems using copper and fiber optic cable, involving several hundred telephones or more, and/or four hundred personal computers or more in a local area network. Bidders shall provide proof of their experience in their bid by submitting a work history showing current projects and projects completed within the past seven years, with dates, clients name and address and phone number, number of telephones and number of computers in that client's project(s). Bids that do not include such proof shall be considered non- responsive.
- b. Bidders shall have a full-time employee licensed by the State of Florida as a Specialty Electrical Contractor, for the term of the bid.
- c. Employees of the vendor must be technically competent and able to perform the work. Employees must display at all times identification required by M-DCPS when visiting an M-DCPS site and obtain the proper M-DCPS visitor's badge where applicable.
- d. Employees of the vendor must cooperate with M-DCPS site personnel, to minimize disruption to the school or site operations during state mandated testing periods.
- e. Vendor(s) shall have an agreement with the manufacturer of the cabling hardware that indicates the wiring bidder is a certified installer of the hardware being offered and both the manufacturer and the bidder are jointly responsible for the warranty agreement (proof shall be included in the bid). Bids that do not include a copy of the extended warranty agreement will not be considered. This requirement shall also apply to Vendor(s) who function as both manufacturer and installer of the cable systems. Vendor(s) that bid wire and/or cable of one manufacturer and connection hardware such as jacks, panels and cross connects of another manufacturer shall include in their bid a letter from the hardware manufacturer that states that

in the event the bidder ceases to be in business during the warranty period, that the hardware manufacturer will perform all required actions to meet the warranty requirements.

- f. Vendor must provide an updated list of their escalating chain of command with telephone numbers when personnel changes.
- g. For security purposes, the awarded vendor agrees to supply the District a monthly report with an updated list of all technicians (including any subcontractors) that are assigned to service the District and that have been issued ID badges to provide access to District sites. The awarded vendor also agrees that within 24 hours of any assigned technician terminating employment with the vendor or subcontractor of the vendor, shall notify the District of such termination, either via email or other acceptable forms of communication, as agreed to by the parties.
- h. Vendor agrees to meet on site with ITS personnel, as may be needed, to accomplish resolution of unresolved issues at times and dates arranged by M-DCPS personnel.
- i. Vendor should have in place a plan for rapid response for repairs of systems that must be replaced due to a disaster.
- j. The Contractor shall have in operation a business adequate for and devoted to the installation of Telecommunications wiring systems involving copper wires and fiber optic cable and associated hardware. The intent of this Section is to ensure single source responsibility for all material, and labor proposed by the Contractor.
- k. The Contractor shall manage the installation program, provide transportation, storage of material, testing and installation of all material on an engineer, furnish and install basis. The entire system shall be on a turnkey basis. Various locations are not able to guarantee a secure storage area for the contractors' material, tools, and supplies. Therefore, the contractor shall be responsible for on-site security of his/her material, tools, and supplies until final acceptance.

6.2.3 E-RATE PROGRAM PARTICIPATION

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

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

- D. Receive from M-DCPS a Purchase Order identifying the line items listed in the quote and prices established. This PO will be reflecting the percentage of the cost associated with M-DCPS portion of the total cost, according to E-Rate Program rules.
- E. Understand that, the Purchase Order will be the only acceptable document the vendor will receive from M-DCPS acknowledging contractual responsibility for the delivery of the listed products/services.
- F. Receive reasonable M-DCPS support on all vendor attempts to retrieve proper funding for equipment/services rendered through the E-Rate program.
- G. Expect that M-DCPS would have timely posted all required FCC E- Rate program forms and documents, according to the instructions provided by the E-Rate program under the "Applicant" section of the USAC/SLD website at: <http://www.universalservice.org/sl>.
- H. Recognize that M-DCPS will NOT be liable for any unpaid funding from the SLD to the Vendor.

6.2.4 EXAMINATION OF SPECIFICATIONS

Each bidder is required to examine carefully the specifications and to be informed as thoroughly as possible regarding any and all conditions and requirements that may affect the work to be performed. Estimation of labor cost shall be based on hours of access to schools being anytime from 8AM to 10PM during the regular workweek.

6.2.5 NEW SCHOOL CONSTRUCTION

Any site plans for new schools under construction or in design will be available for viewing at the ISS Annex, 2740 N.W. 104 Ct., Miami, Florida 33172. Plans for older schools will be made available from various sources at the time the decision is made to install new wiring at that particular school. No additional allowances shall be made because of lack of knowledge of site conditions unless they are the result of additions or changes requested by M-DCPS's representatives. Awardees should advise during site walk-through of any conditions or specification issues would impede the ability to successfully complete the required work.

6.2.6 EXAMINATION OF SPECIFICATIONS

M-DCPS ISS Project Managers will notify vendors by email of initial walk-throughs regarding all request for quotations (RFQ). Vendors who do not show at these walk-throughs and do not have reasons for missing them can be disqualified. It is important for M-DCPS to receive timely responses to request for quotations (RFQ). The following is the deadline for timely submission:

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

6.2.7 PRICES AND PAYMENTS

- a. All bid prices shall be F.O.B. destination, delivered, and installed at the site intended in Miami-Dade County, Florida, per specifications.

- b. M-DCPS policy allows payment only for goods and services received; therefore, no advance payment can be made for goods not received. MDCPS also reserves the right to provide material.
- c. The following shall be the payment terms on a per location basis.
- d. Partial payment may be made on materials delivered to the intended site. The material received on site must be verified by the ISS project manager. The contractor assumes all responsibility for all materials delivered to the intended site. Total partial payment may not exceed 80% of the total quoted price for the materials, excluding labor. The remaining balance will be paid upon completion, inspection and final acceptance by the ITS ISS project manager.
- e. MDCPS will not pay for travel time. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials. The vendor shall not be paid for any services which have not been authorized by the MDCPS authorized representative and not accompanied by an MDCPS purchase order.
- f. The contractor may not assign their rights under this contract without prior written approval of M-DCPS. However, no assignment of any contract rights shall relieve the Contractor of any of their obligation under this contract, including, but not limited to their obligation to meet the Bid specifications for labor, material, warranty repair, and replacement of the wiring as required. The Contractor may not assign or transfer their performance obligations under this contract to any other person.
- g. In the event that the obligations and assets of the Contractor are merged or assumed by some other legal entity, the Contractor agrees to provide written notice to M-DCPS or its designee, and M-DCPS shall be given the right to allow the contract to continue under the new ownership or to terminate the contract without penalty. Such election shall be made at the sole discretion of M-DCPS.

6.2.8 INVOICE AND PAYMENT

- A. Vendor shall invoice, after acceptance and testing, based on the actual labor hours expended and materials utilized. MDCPS does not pay for travel time. Invoices for additional services shall be emailed to M-DCPS, Enterprise Service Management (ESM), ESM@dadeschools.net . The invoice document shall contain the following information:
 - 1. District's purchase order number
 - 2. M-DCPS work order control number
 - 3. Description of work
 - 4. Start date and completion date
 - 5. Work location number and name, incident number, where services were rendered
 - 6. Purchase order line item number MUST match bid line item number and description of materials utilized, quantities and unit prices
 - 7. Any E-Rate invoices MUST include FRN number, Application number, SPIN number and BEN number.

- B. A clean and clearly legible copy of service tickets (AMC) and/or certificates of acceptance shall accompany the invoice. The document(s) shall indicate the technician's name (printed), dates and times services were provided. Service tickets SHALL include the printed and signed name of the work location staff. Certificates of acceptance SHALL include the printed and signed name of the ISS Project Manager.
- C. Invoices could be e-mailed to esm@dadeschools.net in lieu of US Mail. M-DCPS is tax exempt and therefore does not pay taxes.
- D. Invoices not submitted in accordance with the procedures and requirements defined herein will not be processed for payment and will be returned to the vendor.

6.2.9 CONTRACT AWARD

- a. It is the intention of The School Board of Miami-Dade County, Florida to award this contract to multiple responsive, responsible bidders meeting the specifications of this ITB.
- b. The School Board of Miami-Dade County, Florida reserves the right, before awarding the contract, to require bidders to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with other customers of the bidder in making the award in the best interest of The School Board of Miami-Dade County, Florida.
- c. Due to statutory budgetary requirements, M-DCPS reserves the right to cancel the Contract at the end of each fiscal year or the end of each year of the contract period. No guarantee is expressed.
- d. DOUBT OR DIFFERENCE OF OPINION
 - i. Resolution of any doubt or difference of opinion as to the items to be furnished hereunder, the quality of the items, the quality of workmanship, the detail of
 - ii. information in the as-built plant-in-place documents and any other item related to a contract award as a result of this BID shall be handled through the following procedure:

FIRST STEP	
BOARD	CONTRACTOR
M-DCPS Project Manager	Vendor Project Manager
SECOND STEP	
Supervisor ISS	Equivalent Management Level
THIRD STEP	
Executive Officer - Information Technology Services	Equivalent Management Level
FOURTH STEP	
Chief Financial Officer or designee - Financial Affairs	Equivalent Management Level
FIFTH STEP	
The School Board of Miami-Dade County, Florida	Petition to the Board

6.2.10 VERIFICATION OF VENDOR FACILITIES AND/OR REFERENCES

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

6.2.11 WARRANTY

- a. All wiring materials purchased or provided shall be guaranteed by the Contractor against mechanical and electrical defects for a minimum period of twenty-five (25) years. Manufacturer's warranties in excess of twenty (25) years shall be provided to M-DCPS at no additional cost. In the event, defects become evident within the warranty period after date of acceptance, the Contractor shall furnish all replacement parts, materials and labor at no cost to M-DCPS.
- b. The warranty on operation shall be that the system meets the performance standards of the latest TIA/EIA 568-B.2 and B.2.-1 and all Category standards. All fiber optic cable shall comply with the ITU-TG.652 and ISO/IEC 793-2 type B1 standards. This shall apply to both horizontal link and channel performance as described in TIA/EIA- 568-A Annex E and TIA/EIA TSB 67. All category cabling manufacturers must be able to provide documentation from an independent third-party testing agency that verifies through random sampling that cable components perform at or above the levels contained on their product specification, not simply at or above the standard.
- c. During the warranty period, the contractor shall maintain an adequate supply of spare parts, either on site or at their local service facility.
- d. Contractor warrants to the end-user that their installation practices and workmanship will adhere to all standards and industry requirements. Contractor shall fix or repair any installation faults at their own cost.
- e. A manufacturer product and performance warranty shall be obtained by the contractor on behalf of M-DCPS covering all applicable structured cabling components of the installed system. It is the responsibility of the contractor to provide all forms and documents necessary to obtain the system warranty. Evidence of such warranty will be provided by contractor as part of their contractual obligation and final retainage payments are contingent upon delivery to M-DCPS of manufacturer's site warranty certificate.
- f. Craft persons that install the wiring shall be certified by the manufacturers of the panels and jacks as being qualified to properly install all wiring. The District requires current letters of certification from the manufacturers.

6.2.12 ADDITIONS, MOVES AND CHANGES (AMC)

- a. After the award of the bid, the contractor shall provide a quote for each project/location, based on bid unit prices that are in excess of \$6,000.00. Projects that are less than this established threshold will be awarded to the lowest, responsive and responsible bidder(s). In addition, the contractor shall provide a basic description of the plan used to develop the list of materials. Bidders are requested to provide in their bid a list of their craftsperson's that are currently employed and will work on this bid. The list shall provide names, dates of certification and certificates and shall be updated as personnel changes occur.
- b. Unless otherwise approved by M-DCPS ISS Project Manager, it is agreed that no charges

for any AMC's shall be made if work is not based on the original plan or estimate. Authorized AMC's shall be charged by adjusting the prices, based on the price sheets, up or down, as appropriate.

- c. AMC shall be completed within ten (10) business days of notification or as mutually agreed to M-DCPS and awardee(s). Failure to complete work as agreed to will result in a penalty of 10% per day of the total cost of the AMC scope.
- d. Bidders shall state their person-hour labor rates for various skill levels as per line item pricing on Bid Proposal Form.

6.2.13 LIMITATION OF CONTRACTOR'S LIABILITIES

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

6.2.14 MATERIALS AND WORKMANSHIP

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

6.2.15 FAILURE TO PERFORM UNDER WARRANTY AGREEMENT

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

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

- d. The following situations are worthy of a NON-COMPLIANCE notification and penalty fee assessment:

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

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

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

6.2.16 TERMINATION OF CONTRACT PROCEDURES

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

- a. Every contractor shall respond via E-mail to each request for quote. In the judgment of M-DCPS, the repeated failure of the contractor to respond to request for quotes (three (3) consecutive times within a six (6) month period) via E-mail may result in the termination of the contract.
- b. Should the contractor fail or neglect to execute the work properly and diligently in substantial accord and compliance with the schedule or schedules agreed upon, as may be determined by M-DCPS, or, if the contractor shall fail or refuse to perform any requirement or provision of the Contract specified to be performed by the contractor, then M-DCPS may immediately take over the work, or such portion thereof as may be in default or arrears, and correct the fault and make good the deficiency, and the cost thereof will be deducted from the contract price and may be withheld from any amount then due or that may become due the contractor from M-DCPS. M-DCPS may complete the work by M-DCPS's own staff or in such a manner and means as M-DCPS may deem necessary or expedient.

6.2.17 M-DCPS APPROVAL

- a. Contractor's entire responsibility for the correctness and suitability of the work shall not be affected by the grant to, or the exercise or non-exercise by, M-DCPS of its right to inspect, test, review, comment on and approve the work, including, without limitation, drawings, data, and other documents or work provided by contractor.
- b. No failure or delay by M-DCPS to insist on strict performance or observance by Contractor of any of the terms or conditions of the Contract, or to exercise any right or remedy under the Contract shall operate as a waiver thereof by M-DCPS; nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof or the exercise of any other right or remedy under the contract.

6.2.18 ADDITIONAL INFORMATION REQUIRED OF THE BIDDER

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

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

6.2.19 ACCEPTANCE AND TESTING

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

- A. Copper Wiring Tests (If applicable)

1. Every pair of copper wire shall be tested for their appropriate characteristics as per current EIA/TIA standards.
2. A printout of 100% of these test results is required. The tests shall be conducted using a certified cable tester.
3. Transmission Characteristics must be guaranteed to meet or exceed EIA/TIA standards.

B. Optic Fiber Tests (If applicable)

1. Every single-mode fiber optic strand shall be measured for distance and end-to- end power loss at 1310 nm and 1550 nm. The optical loss per mated connector pair shall not exceed 1.5 db. The maximum loss of the fiber strand without connectors and splices shall not exceed 1.5 db at 1310 nm and 1550 nm. The single mode fiber shall be 50um, 850nm, low metal content, single-mode, fiber- optic, complying with the ITU- TG.652 and ISO/IEC 793-2 type B1 standards. On an individual job basis, manufacturers' specifications of the fiber to be installed shall be provided with each quote.
2. Applicable fiber shall comply with the appropriate category in TIA-568-C.3 and meet the following macrobend specification:

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

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

6.2.20 PERMITS AND LICENSES

- a. The contractor shall be responsible for obtaining any necessary construction and installation permits and licenses and shall comply with all federal, state, and local codes and ordinances without additional cost to M-DCPS.
- b. This work will be generally accomplished under the auspices of the Annual Maintenance

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

6.2.21 INSURANCE

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

6.2.22 PATENTS AND ROYALTIES

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

6.2.23 LIQUIDATED DAMAGES

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

6.2.24 CONTRACT MANAGER

The contractor shall designate an individual acceptable to ISS to perform the contractor's program management function. The Contract Manager shall provide a single point interface between ISS and the contractor on all matters concerning the contract. The contract manager shall provide on demand status/progress reports and attend monthly status meetings throughout the contract period as required by ISS.

- a. After award of contract, the Contract Manager shall be in residence in South Florida and shall be available to ISS on a schedule that shall be mutually agreed to by ISS and the contractor.
- b. An ISS Supervisor shall designate an ISS Bid Administrator to manage the contract for ISS.
- c. For individual projects the ISS Project Manager shall inspect all installation materials and workmanship and ensure contract compliance for final acceptance. The wiring contractor's Contract Manager shall interface with and cooperate with the ISS Project Manager, the construction project manager and the equipment contractor.

6.2.25 ADDITIONS OR CHANGES DURING INSTALLATION

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

6.2.26 FAMILIARITY WITH LAWS

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

6.2.27 INDULGENCE

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

6.2.28 SUB-CONTRACTS

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

6.2.29 EMPLOYEES OF THE CONTRACTOR AND SUB-CONTRACTOR

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

6.2.30 TECHNICAL INFORMATION

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

1. A main equipment room shall be in or near the administration offices of a school.

2. There shall be satellite equipment rooms and/or wiring closets in each building.
3. Within a building there shall be a wiring closet for approximately every 20 to 25 rooms or offices.
4. The locations of the satellite rooms and wiring closets shall be such that the maximum wire distance from a room or closet to a jack is 250 feet and the maximum wire distance between equipment rooms and wiring closets is 300 feet.

B. Conduit design for the above has been requested as follows:

1. There shall be a minimum of three conduits of a minimum of 2" diameter from the main equipment room to each satellite room or wiring closet. ISS for adequacy shall review the actual quantities and sizes of the conduit during the design phases of the project.
2. ISS shall review for adequacy the actual quantities and sizes of the conduit during the design phases of the project.
3. The quantities and sizes of this conduit shall be determined during the design phase of the project and shall be reviewed by ISS
4. No conduit smaller than 3/4" shall be used to any voice or data outlet.

C. It is recognized that there are various ways of laying out a conduit system for wiring from the various satellite rooms and wiring closets. The design shall be based, at a minimum, on the following requirements

4. Every classroom except the computer laboratories shall have a voice jack, and eight LAN jacks. Computer laboratories will have one voice jack. The data jacks will be distributed around the room in wire-mold. If the distance between the laboratory and nearest wiring closet is less than 100 feet, then all jacks are run to the wiring closet. If the distance is greater than 100 feet from the nearest closet, then a terminal cabinet will be placed in the room and all data jacks will be terminated in the terminal cabinet. A fiber optic cable will be installed from a terminal cabinet to the nearest wiring closet containing fiber.
5. The voice jack and the data jacks shall be connected to a satellite room or closet using 4-pair category 5e cable. Fiber optic cable shall be used between the main equipment room and satellite rooms and closets. Multi-pair copper cable shall be used between the main telephone room and satellite rooms and closets for the voice jack.
6. There shall be no daisy chaining of outlet boxes except where approved by ISS.

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

5. In all schools the voice panel is a punch-down and the others are category 5e & 6 patch panels.
6. All jacks shall be hard wired to their respective panels.
7. All copper pairs used for voice shall be protected at both ends of the cable if the cable leaves and enters a building.

8. At the MDF the voice panel shall be hard wired to the cable protectors.
9. The fiber optic cable shall be terminated in a suitable interface unit that provides for fan-out of the strands and termination in LC-type (Single Mode) or SC-type (Multi Mode) connectors. The number of strands and arrangement of separation and fan-out shall be approved by ITS Infrastructure Systems Support.
10. Cable management shall be included in all installations to neatly organize all patch cables at each IDF and MDF locations. Patch Cables should be of appropriate length for cabinet, rack or shelf where applicable.

E. Installation and configuration of data switches and Network management station: Vendor shall be required to install as directed by ITS ISS at all specified IDF's and MDF.

6.2.31 INSTALLATION PRACTICES

- a. All wiring and terminations shall be installed according to the best industry practices
- b. and manufacturer's specifications. Cable not in conduit shall meet fire codes and all cable shall be neatly run and have proper mechanical protection. Cables shall be supported by bridle rings and ties to permanent supports. In any new installations fiber optic cable shall be continuous, without splices. All horizontal cable and fiber shall be plenum rated. All cable in raceway concealed in concrete slab on grade or buried below shall be deemed wet and outdoor water-resistant cable & is required. All fiber shall be Indoor/Outdoor Plenum rated.
- c. It is agreed and understood that the installation work may require mechanical work such as removal of ceiling tiles, drilling holes in walls and floors and similar changes to an existing building. Contractors shall restore such disturbed areas to original condition. Note that some buildings may have interlocking tile ceilings as well as drop-in type ceiling tiles. Tiles damaged by the contractor shall be replaced by the contractor at no cost to M-DCPS.
- d. All wiring shall be concealed to the maximum extent practical. When retrofitting existing systems, existing conduits, floor ducts and power poles shall be used where possible. This will require the removal of existing wiring and replacement with new wiring.
- e. At retrofit locations, the existing systems shall be maintained in operation to the maximum extent possible while the new systems are being installed. It is understood that there may be reductions in service and that various locations may be out of service while they are being replaced. It will be necessary to cooperate with the building personnel to reduce interruptions to a minimum.
- f. Prior to performing any work, the contractor and M-DCPS's representative shall determine if a hazard exists. If, during the work, asbestos is suspected or discovered the contractor shall immediately notify the ISS Project Manager who will contact M- DCPS's safety office and designated M-DCPS personnel. The Asbestos Abatement office will determine if a hazard exists. If there is a hazard all work will stop at that location until the hazard is abated by M-DCPS.
- g. No PVC conduit shall be used above ground but may be installed underground. If PVC is installed underground, it shall be no smaller than 1" diameter and shall be no less than schedule 40 type. Metal conduit shall be used at the end of underground PVC where the run leaves the earth and enters a building if it enters through an outside wall and is exposed.
- h. Overhead Conduit shall be mounted ten feet above the floor or as high as practical if the ten feet height is not possible.

- i. The types of conduit, wire and the locations where each type may be used shall be governed by Miami-Dade County Public Schools Master Specifications, Divisions 13 and 16. These documents can be found at:

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

6.2.32 TRANSPORTATION AND DELIVERY

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery.

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

6.2.33 INSTALLATION

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

6.2.34 RISK OF LOSS

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

6.2.35 UNAUTHORIZED SHIPMENT/SUBSTITUTION

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

6.2.36 EQUIPMENT RELIABILITY / NON-PERFORMANCE

- a. Awarded contractor is required to provide satisfactory service levels at all times. Degraded performance and/or excessive equipment down time shall not be acceptable. Excessive equipment down time is defined as two (2) or more service calls over a one (1) month period for non-routine equipment wear and tear related issues or repeated repairs to the same piece of equipment. Should a piece of equipment (a) continue to malfunction during the warranty period after repeated service calls, (b) require excessive amount of remedial maintenance, or (c) in the opinion of the District is not providing satisfactory performance after five (5) service calls, the Contractor, after receiving notice in writing by the District that such a situation exists, agrees to remove and/or replace the defective unit (District's choice) within five (5) business days of such notice at no cost to the District. Replaced units shall be new and as per the original specifications or better if original unit is no longer available.
- b. Failure to comply with above requirements may result in the contract supplier being found in default and unilateral cancellation of the contract by the District.

6.2.37 STUDENT DATA PRIVACY

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

6.2.38 EMPLOYEE DATA PRIVACY

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

6.2.39 SECURITY AND CONFIDENTIALITY

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

6.2.40 REQUEST FOR QUOTATION PURCHASES

- a. The awarded bidder(s) shall be pre-approved to participate in Request for Quotations (RFQ) as may be required by the District for projects estimated to be in excess of \$1,000.00. The awarded bidder(s) shall be invited to offer a firm-fixed price for item(s), as specified. These prices must remain firm-fixed for a maximum of 45 days as per the RFQ but shall never exceed the bidder(s) submitted itemized pricing nor will the percentage discount be reduced in any manner. Awarded vendor(s) will be placed in a database and shall be contacted via fax, letter, E-mail or other electronic methods for quotes by District personnel. Awarded vendors(s) will be invited to offer quotes, based on their awarded items. The number of awarded vendors contacted for spot market quotes shall be at the sole discretion of the District. Results may be posted to the Internet and District Shopping Cart. Schools and District Offices will utilize these prices to make selections based on the specifications required at their site. All quotes submitted shall be FOB Destination and shall be inclusive of all packaging, shipping and handling costs.
- b. If an item goes "end-of-life" then its replacement must be offered at the same or lower price and it must meet and or exceed its predecessor on all specifications. As defined in the Request for Quote,

after the initial 45 days. The Board reserves the right to issue Request for Quotes during the initial 180-day period for specific projects, if deemed in the best interest of the Board. Request for Quotes, for future needs, will be solicited, from the list of awarded vendors. Price quotes submitted by awarded vendors after the initial 180 days and during any extension period will determine the low bid status for that quote period.

6.2.41 INVOICING

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

1. M-DCPS Purchase Order Number;
2. Scope of work performed;
3. Start and completion time and date of work performed; and
4. Work location where services were provided.

6.2.42 E-RATE PROGRAM PARTICIPATION AND INVOICING PROCEDURES

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

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

- h. Recognize that M-DCPS will NOT be liable for any unpaid funding from the SLD to the Vendor.
- i. The Vendor/Awarded bidder(s) must follow the following steps for invoicing, both for the recovery of the SLD/ USAC funding percentage, and the portion the Applicant (M-DCPS) is expected to pay under E-Rate program rules:
 - j. Submit the Service Provider Invoice (SPI) to M-DCPS only AFTER services and/or equipment have been delivered, installed, and are operational – as duly noted and recorded by M-DCPS Infrastructure Systems Support personnel – BUT BEFORE any invoicing is submitted to the SLD / USAC for reimbursement.
 - k. The SPI will be a complete invoice of ALL services and/or equipment, reflecting all charges to M-DCPS (itemizing both eligible and ineligible components) and to USAC. This single and consolidated invoice will contain a comprehensive itemized breakdown of all charges and clearly set forth the appropriate percentage of payments due from USAC and M- DCPS respectively – and should total the agreed- upon amount for 100% payment.
 - l. The Vendor/Awarded bidder(s) will only be permitted to submit an SPI for reimbursement to USAC once M-DCPS has reviewed and has returned a signed approval of said SPI to Vendor/Awarded bidder(s). All SPIs will be reviewed within 14 calendar days of receipt by the M-DCPS Director of the E-Rate Program.
 - m. If, in the course of M-DCPS' review of any SPI, M-DCPS finds any variances between those items delivered and those for which a bill is being submitted, the M-DCPS E- Rate staff will notify the Vendor/Awarded bidder(s) through the Enterprise Service Management (ESM) office that they have not approved the SPI and will indicate which items need to be modified. Once any variances are corrected, the Vendor/Awarded bidder(s) must resubmit the SPI to the M-DCPS Director of the E- Rate Program, through the Enterprise Service Management (ESM) for his/her approval. M-DCPS will again have 14 calendar days to review the re-submitted SPI.
 - n. Vendor/Awarded bidder(s) agrees that, at any time, M-DCPS is free to verify with the SLD/USAC that only those M-DCPS approved SPIs have been submitted to the E- Rate Program for reimbursement. Any indication that non-approved SPIs have been submitted to SLD/USAC will be considered a material breach of the terms of the contract. Additionally, M- DCPS will, upon becoming aware of any non-approved SPI submissions, notify USAC so that they may take any additional steps available to them to prevent Waste, Fraud, and Abuse of Program funds.
 - o. Damages assessed to the Vendor/Awarded bidder(s) for submission of a non- approved SPI may include and are not limited to suspension of the Contract,
 - p. termination of the Contract, damages in the amount of the overpayments made to the Vendor/Awarded bidder(s) by M-DCPS or USAC, payment of related funding COMAD (Commitment Adjustments) forced upon M-DCPS by the SLD/USAC, or suspension or disbarment from participation on the E-Rate program. In no way shall this contract modify or limit the rights of SLD/USAC against the Vendor/Contractor, also known to them as the Service Provider.

6.2.44 PAYMENTS

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

6.2.45 NON-EXCLUSIVITY

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

The remainder of this page was left intentionally blank.

SECTION 7 - BID SUMMARY EXCEL SPREADSHEET

The Bidder shall offer all the elements of this ITB and meet all service requirements and specifications listed within Section 6.0 – Scope of Work, 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 Procurement staff, assigned to this ITB, will evaluate and award all responsive and responsible bidders regularly engaged in network connectivity. The recommendation for award will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final. The agreement between the successful proposer(s) and the Board will be non-exclusive.

- Pricing will not be an initial requirement for the award of this bid. Bidder's that meet all the requirements of this solicitation will be added to a pool of pre-approved vendors.
- Awarded vendors may receive a Request for Quotes (RFQ) for orders over the current quotation threshold of one-thousand dollars (\$1,000).
- For all items under \$1,000, the award of items will be based on a rotation of item requests.
- The RFQ will be awarded to the lowest responsive, responsible bidder, meeting specifications. Prices must remain firm and fixed for a minimum period of forty-five (45) days. If requested, all quotes must be submitted on forms provided by the M-DCPS authorized representative.
- Please note that prices quoted shall not include sales tax, as The School Board of Miami Dade County, Florida, is a non-profit organization and, as such, does not pay sales tax on any material, equipment, services, etc.

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 STATEMENT OF "NO BID"
- ATTACHMENT 3 ACKNOWLEDGEMENT OF AMENDMENTS
- ATTACHMENT 4 CONFLICT OF INTEREST
- ATTACHMENT 5 DEBARMENT
- ATTACHMENT 6 INSTRUCTIONS
- ATTACHMENT 7 BIDDER'S PREFERENCE
- ATTACHMENT 8 DRUG-FREE WORKPLACE (must be notarized)
- ATTACHMENT 9 LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY (must be notarized)
- ATTACHMENT 10 ANTI-COLLUSION STATEMENT
- ATTACHMENT 11 BIDDER EXPERIENCE
- ATTACHMENT 12 SUBMITTED BID DOCUMENT VERIFICATION FORM
- ATTACHMENT 13 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
- ATTACHMENT 14 BID OPENING INSTRUCTIONS
- ATTACHMENT 15 DEMANDSTAR REGISTRATION INSTRUCTIONS
- ATTACHMENT 16 STATEMENT OF INTENT TO PERFORM AS A CERTIFIED
SUBCONTRACTOR/SUBCONSULTANT
- ATTACHMENT 17 SAMPLE REQUEST FOR QUOTATION MATIX

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: _____		
(attach current registration from state of incorporation/organization)		
If Bidder was not incorporated/organized in the State of Florida, attach current registration authorizing Bidder to transact business in Florida.		
If Bidder is not registered to transact business in the State of Florida, state below the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes: _____		

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 (Also refer to Section 5.7 and Attachment 16): _____		

BIDDER'S AUTHORIZED SIGNATURE:		
The undersigned hereby certifies that this bid is submitted in response to this solicitation.		
Sign Name: _____ Date: _____		
Print Name: _____ Title: _____		

ATTACHMENT 2 - STATEMENT OF “NO BID”

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of “No Bid” sheet and submit via Demandstar, prior to the Bid Due Date established herein

This information shall help M-DCPS in the preparation of future Bids.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Email: _____

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

Comments:

Signature: _____

ATTACHMENT 3 - ACKNOWLEDGEMENT OF AMENDMENTS

Instructions: Complete Part I or Part II, whichever is applicable.

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

Addendum #1, Dated _____,	20__
Addendum #2, Dated _____,	20__
Addendum #3, Dated _____,	20__
Addendum #4, Dated _____,	20__
Addendum #5, Dated _____,	20__
Addendum #6, Dated _____,	20__
Addendum #7, Dated _____,	20__
Addendum #8, Dated _____,	20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

ATTACHMENT 4 - CONFLICT OF INTEREST

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

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

VENDOR NAME:

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

Name of Bidder's Employee	M-DCPS Title or Position of Employee	M-DCPS 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 M-DCPS.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of M-DCPS have been identified above.

Signature

Printed Name

ATTACHMENT 5 - DEBARMENT

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

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

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT 6 - INSTRUCTIONS

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 7 - BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

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

VENDOR NAME:

Section 1: 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 M-DCPS' 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

(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)]: _____

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

ATTACHMENT 8 - DRUG-FREE WORKPLACE

VENDOR NAME:

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ or _____

Produced Identification _____ Notary Public – State of _____

(Type of Identification) My commission expires: _____

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



ATTACHMENT 9 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

Miami-Dade County Public Schools Local Business Affidavit of Eligibility

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

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

ATTESTATION - I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

PRINTED NAME OF AFFIANT

SIGNATURE OF AFFIANT DATE

TITLE

COMPANY NAME

ATTACHMENT 10 - ANTI-COLLUSION STATEMENT

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

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

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

Type of Business Organization and Authority of Signatory:

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

LEGAL NAME OF AGENCY OR
BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

EMAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Revised 11/19/20

ATTACHMENT 11 - BIDDER EXPERIENCE

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: _____

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

ATTACHMENT 12 - SUBMITTED BID DOCUMENT VERIFICATION FORM

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

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in 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. If Bidder is not registered to transact business in the State of Florida, Bidder must provide a copy of Bidder's current registration in their state of incorporation/organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes. This information must be documented on Attachment 1 (Cover Page), along with submittal of required incorporation/organization documentation.		
c. Three (3) references from organizations comparable in complexity and/or size to M-DCPS. This must be documented on Attachment 11, Bidder Experience form, whereby each bidder uses one form per reference.		
d. 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.		
e. If applicable, please include a completed Attachment 16 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your bid response</u> to specify the name of the certified subcontractor/subconsultant, the proposed percentage or dollar amount of work to be assigned to the certified subcontractor/subconsultant, if any, along with the scope of work the certified subcontractor/subconsultant will provide related to this solicitation. Proposals submitted by a bidder that is not a M-DCPS certified African American or Non-Minority Woman firm or proposals submitted by non-certified firms that do not include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor for the electrical installation portion of this solicitation, including the percentage or dollar amount of work to be performed by such subcontractor, shall be deemed non-responsive.		
f. Proof of manufacturer's certification, as stated in Section 6.		
g. Manufacturer's most recent price list or catalog		

h. If selected as an awardee, the Successful Vendors will have the ability to add additional equipment within awarded groups, which shall meet or exceed the minimum requirements and specifications while at the same or better discount pricing from MSRP for that particular category.		
i. Bidder(s) understand that the formulary represented in the Price Proposal List (Section 3.0) may be modified throughout the contract term due to rapid changes in technology, upon proper written notice being provided to the District's Procurement Management Services department. Such additions or deletions shall become available for order by the District once a formal modification has been executed by both parties. Any new offerings shall meet or exceed the requirements of this ITB and shall be at the same or better price. The new offerings discount from MSRP for that particular category must also be the same or better.		

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 13 - 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 1, 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 Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

- 5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

- 6. Neither the 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

ATTACHMENT 14 - BID OPENING INSTRUCTIONS

ITB-22-005-CM Wiring

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, March 16, 2023**, via the e-bidding platform DemandStar.

NOTE: M-DCPS is no longer accepting submittal of bids in hard copy format. All bids must be submitted electronically via DemandStar.

For bid submittal requirements or instructions, please refer to **Section 5.4** of this ITB.

The bid opening will take place virtually via zoom.

Thursday, March 16, 2023 at 2:00 p.m. ET
Meeting ID: 963 8325 8347
Passcode: 978824
One tap mobile
+16468769923,,96383258347# US (New York)
+13017158592,,96383258347# US (Germantown)

ATTACHMENT 15 – 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



ATTACHMENT 16 - STATEMENT OF INTENT TO PERFORM AS A CERTIFIED SUBCONTRACTOR/SUBCONSULTANT

Solicitation

No.: _____

Solicitation

Title: _____

A signed *Statement of Intent to Perform as a Certified Subcontractor/Subconsultant* form must be completed by the owner or authorized principal of each firm certified by the Miami-Dade County Public Schools (M-DCPS) Office of Economic Opportunity, listed in the Proposer's/Bidder's submittal to perform work on the above solicitation as a subcontractor/subconsultant.

STATEMENT OF INTENT			
The undersigned is a vendor certified by the M-DCPS Office of Economic Opportunity: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of M-DCPS certified firm) agrees to perform work as a subcontractor/subconsultant on the above solicitation as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The M-DCPS certified firm named above will enter into a formal agreement with _____ (Name of Bidder/Proposer) to perform work as a subcontractor/subconsultant on the above solicitation conditioned upon the Bidder/Proposer executing a contract with M-DCPS.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed by the certified subcontractor/subconsultant named above:			
Item No.	Type of Work	Agreed Upon Price	% of Work
		\$	%
		\$	%
		\$	%
TOTAL VALUE OF WORK		\$	%
M-DCPS CERTIFIED SUBCONTRACTOR/SUBCONSULTANT SIGNATURE			
_____ (Signature) M-DCPS Certified Subcontractor/Subconsultant		_____ Title	
_____ (Print) Name of M-DCPS Certified Subcontractor/Subconsultant		_____ Date	

ATTACHMENT 17 – SAMPLE REQUEST FOR QUOTATION MATRIX

TABLE 1 – PER CALL REPAIRS AND CAT6 INSTALLATION

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

TABLE 2 – CATALOG DISCOUNTS

Bidder(s) shall indicate the percent discount off the manufacturer's most recent published price list or catalog. A copy of the catalog or list must be supplied with this bid along with a Memory Stick or CD that stipulates the catalog pricing, itemized descriptions, parts/SKU numbers, units of measure, manufacturer price and M- DCPS price with catalog discount applied. Provide a list of all available manufacturer items. Failure to do so may deem your bid response, non-responsive. An updated pricing list from each awardee may be requested, at the District's discretion, to include new OEM products and services in the best interest of the District.

ITEM	Manufacturer (Percentage Discount Off Catalog/List: For additional OEM parts as may be required.)	Catalog Discount off Manufacturer's Price
1	Chatsworth Products Inc,	
2	Berk-Tek Nexans	
3	Ortronics	
4	Leviton	
5	Panduit	
6	Hubbell	

TABLE 3 – ADDITIONAL MANUFACTURER CATALOG OFFERING

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

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