



# CITY OF HOLLYWOOD, FLORIDA

## PROCUREMENT SERVICES DIVISION

### Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

2015 JUL 15 PM 1:51

CITY OF HOLLYWOOD  
PROCUREMENT SERVICES  
DIVISION

Date 07/07/15

Department/Office Information Technology

Division/Area NCS

Contact Person Christophe St. Luce

Title Manager, Comm & Support  
Services

Phone 954-921-3038

Email cstluce@hollywoodfl.org

1. Requested Vendor ATCi Communications, Inc.

Vendor Number 34270

Address 1270 NW 165<sup>th</sup> Street / Miami, FL 33169

Contact Person Tim Moreno

Title Region II Consultant

Phone 305-620-0062

Email tjmoreno@atcsystems.com

Cell: 954-203-1501

2. Contract title requesting to piggyback? ITB-14-001-CV - Security Systems Services

Awarding Agency The School Board of Miami-Dade County, Florida

Contract Expiration Date June 16, 2016

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific). Camera maintenance to include cleaning; licensed journeyman for time and material installation of replacement security system components.

4. Detailed description of the products/services function and purpose. Quarterly or as-needed cleaning of domes and related security camera equipment; 30% discount off of OEM parts for the replacement of defunct security camera equipment; installation and replacement of defunct security camera equipment.

*Procurement Service Division use only*

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO 3002813  
(As Applicable)

5. Please explain what process the Department/Office took to verify and/or identify this contract. Searched for previously existing contracts on which to use these services. ATCi was previously awarded the Miami-Dade School Board security camera contract for maintenance and related services in 2014.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain No other contracts were available.

7. Total cost of the requested product/service. \$49,500.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$49,500.00

Account Number(s) 57.1348.00000.590.004633 \_\_\_\_\_

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) \_\_\_\_\_

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☒ Yes ☐ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)  
Time and materials purchasing of equipment needed to replace defunct equipment.

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) \_\_\_\_\_

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? \_\_\_\_\_

What is the grant (dollar) amount? \_\_\_\_\_

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

*Procurement Service Division use only*

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO B002813  
(As Applicable)

Date of Advanced Search 7/7/2015

Company Name(s) Searched  
ATCi

Search Results  
No results

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REQUESTING DEPARTMENT RECOMMENDATION**

***Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.***

CHRISTOPHER ST. LOUIS  
Contact Person's Signature

07/07/2015  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:	<u>JE</u>	Date	<u>11/30/15</u>
Approved By:	<u>[Signature]</u>	Date	<u>12/1/15</u>

Procurement Service Division use only

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO B002813  
(As Applicable)



**MAINTENANCE BREAKDOWN CITY OF HOLLYWOOD - PIGGY BACK MDCPS CONTRACT (AWARD BOD NO ITB-14-011-CV)  
INCLUSIVE OF ALL MAINTENANCE AND NECESSARY REPAIRS**

<b>Monthly Maintenance Cost</b>	\$	3,840.00
Approved Hourly rate licensed certified journey person foreperson @ 65.00 per hour (line item 8)	\$	64.00
Number of Hours per month		60
Total maintenance for a 12 month period	\$	46,080.00

<b>Camera Count</b>		450
Estimated Failure or replacement rate 10% for year		45
Approximated Cost of replacement at 30% off MSRP (item12) inclusive of man hours. (line item 8)	\$	520.00
Total Approximate for the year on camera replacement**	\$	23,400.00

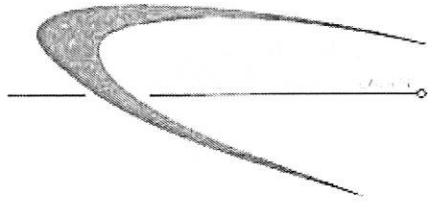
<b>DVR Count</b>		30
Estimated Failure or replacement rate 20%		10
Approximated Cost of replacement at 30% off MSRP (item12) inclusive of man hours. (line item 8)	\$	3,530.00
Total Approximate for the year on DVR replacement **	\$	35,300.00

<b>TOTAL Allocated funding for maintenance and repairs</b>	\$	104,780.00
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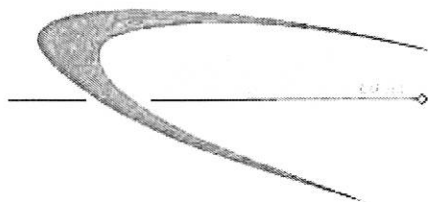
\*Includes cost of ancillary items for repair such as bucket trucks

\*\* Items such as power supplies, re-cabling, termination blocks, shipping and handling have not been included as part of this investment





- CITY OF HOLLYWOOD - GARFIELD PARKING  
GARAGE STAIRWELL  
300 CONNECTICUT ST
- CITY OF HOLLYWOOD - LIBERIA NETWORK CENTER  
2207 RALEIGH STREET
- CITY OF HOLLYWOOD - RV PARKING
- CITY OF HOLLYWOOD - FIRE STATION #105  
1511 SE FEDERAL HIGHWAY
- CITY OF HOLLYWOOD - HOLLYWOOD MARINA  
700 POLK STREET
- CITY OF HOLLYWOOD - GARFIELD COMMUNITY  
CENTER PARKING  
300 CONNECTICUT STREET
- CITY OF HOLLYWOOD - GARFIELD PARKING  
GARAGE STAIRWELL  
300 CONNECTICUT ST
- CITY OF HOLLYWOOD - PUBLIC SAFETY AND MAINT  
TRAINING  
3400 N 56 AVENUE
- CITY OF HOLLYWOOD - BOULEVARD  
HEIGHTS/WEST PARK  
6670 GARFIELD STREET
- CITY OF HOLLYWOOD - FIRE STATION #31  
3401 HOLLYWOOD BLVD
- CITY OF HOLLYWOOD - FIRE STATION #40  
707 S OCEAN DRIVE
- CITY OF HOLLYWOOD - FIRE STATION #74  
2741 STIRLING ROAD
- CITY OF HOLLYWOOD - FRED LIPMAN COMM  
CENTER  
2030 POLK STREET
- CITY OF HOLLYWOOD - ROTARY PARK  
3102 TAFT STREET
- CITY OF HOLLYWOOD - VAN BUREN PARKING  
GARAGE  
250 S 20 AVE



- CITY OF HOLLYWOOD - HOLLYWOOD BEACH  
CULTURAL  
1301 SOUTH OCEAN DRIVE
- CITY OF HOLLYWOOD - ARTS PARK  
1801 YOUNG'S CIRCLE
- CITY OF HOLLYWOOD - MLK COMMUNITY CENTER  
2400 CHARLESTON ST
- CITY OF HOLLYWOOD - FIRE STATION #5  
1819 N 21 AVENUE  
CITY OF HOLLYWOOD - PARKS OPERATION CENTER  
1715 WILSON STREET  
CITY OF HOLLYWOOD - RADIUS PARKING CENTER
- CITY OF HOLLYWOOD - ARTS CULTURAL CENTER  
BLDG & SCHOOL  
1650 HARRISON ST
- CITY OF HOLLYWOOD - GARFIELD COMMUNITY  
CENTER PARKING  
300 CONNECTICUT STREET







### Note To Vendor

Mail invoices to: School Board of Miami-Dade Co.,Accounts Payable, P.O.Box 01-2570, Miami, FL, 33101

Do not ship materials if there is a price increase or item substitution without authorization. Price must match purchase order price and include only items shipped. Contact buyer for any changes.

All provisions of Florida Statute 287.058 and 287.133(2), and Title 34 Section 80 and 85 CFR are incorporated by reference herein.

Florida tax exemption number 85-8013887801C-1. Florida excise tax exemption number 59-74-0041K.

### Approved By

CLAUDETTE VANWHERVIN - 07/28/2015

Melody Thelwell - 07/30/2015



## Change Order

Do Not Duplicate Shipment

*Equip*

### Vendor Information

**Vendor:**

ATCI COMMUNICATIONS INC  
1270 NW 165TH ST  
MIAMI FL 33169

**Vendor Number:** 0006500228

**Ship To:**

MDCPS  
Region Maint 2  
12525 NW 28 Ave  
Miami FL 33167  
(305)995-7900

Prices F.O.B. destination

Payment net 30 days - no substitutes accepted

### P.O. Information

**Date:** 06/19/2015

**P.O. Number:** 9000175742

P.O. number must appear  
on all invoices and packing  
slips.

**Contract Number:** 5600005997

**Buyer:**

C. Vanwhervin  
cvanwhervin@dadeschools.net  
305-995-2338

Item	Item Description Due Date	Material No. Vendor Item No.	Qty. UOM	Unit Price	Net Price
1	Security Systems Service Contract 07/10/2015		1 AU	71,471.00	71,471.00

[illegible]





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Florida tax exemption number 85-8013887801C-1. Florida excise tax exemption number 59-74-0041K.

changes per email from Maura Martinez 6/25/15 - sdw

#### Approved By

CLAUDETTE VANWHERVIN - 06/29/2015

Melody Thelwell - 06/30/2015

June 12, 2015

Financial Services  
Mrs. Judith M. Marte, Chief Financial Officer

**SUBJECT: AWARD BID NO. ITB-14-011-CV – SECURITY SYSTEMS SERVICES**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Procurement Management Services, in collaboration with Facilities Operations, Maintenance Department, released the above-reference solicitation. The purpose of this Invitation To Bid is to establish contracts, at firm unit prices to maintain a fully operational security system, which includes the maintenance and/or replacement of existing cameras, for The School Board of Miami-Dade County, Florida. This ITB also includes a section for additional services which includes additional support functions or modification to the existing security systems. This is a term bid which states that the Board may purchase quantities, as may be required, at the unit price bid, but is not obligated to purchase any guaranteed amount. In addition, this ITB was advertised on the Procurement Management Services' website, the Demandstar website, The Miami Times and the Diario Las Americas newspapers, as well as emailed to 112 potential bidders.

The initial term of the bid shall be for one (1) year, commencing June 17, 2015 through June 16, 2016, and may, by mutual agreement between The School Board of Miami-Dade County, Florida, and the successful bidders, be extended for two (2) additional one (1) year periods.

Upon further negotiations, with the vendors, Procurement Management Services was able to obtain an additional \$2,520.42 savings per month.

} DELETED

Based on the criteria listed in the solicitation, one (1) vendor is being recommended for } REVISED award.

**REVISED  
F-60**

Fund Source  
Various

RECOMMENDED: That The School Board of Miami-Dade County, Florida, **AWARD** Bid No. ITB-14-011-CV – SECURITY SYSTEMS SERVICES, to establish a contract, at firm unit prices, to maintain a fully operational security system, for The School Board of Miami-Dade County, Florida, including extensions thereto, as follows:

- 1 ATCi COMMUNICATIONS, INC.  
1270 N.W. 165 STREET  
MIAMI, FL 33169  
OWNER: VINCENT VENTO, PRESIDENT

Low Unit Price: Items 1 through 7.

- Item 1 - Elementary Schools @ \$2.97 per camera.
- Item 2 - Kindergarten to Eight Grade @ \$2.97 per camera.
- Item 3 - Middle Schools @ \$2.97 per camera.
- Item 4 - Senior High Schools @ \$2.97 per camera.
- Item 5 - Vocational and Specialized Centers @ \$2.97 per camera.
- Item 6 - Alternative Education Facilities @ \$2.97 per camera.
- Item 7 - Ancillary Facilities @ \$2.97 per camera.

DELETED



3 ADDITIONAL SERVICES NOT USED FOR BID  
CALCULATION

ATCI COMMUNICATIONS, INC.  
1270 N.W. 165 STREET  
MIAMI, FL 33169  
OWNER: VINCENT VENTO, PRESIDENT

Low Unit Prices: Items 8 through 26.

- Item 8 - Licensed/certified journeyperson foreperson @ \$65 per hour.
- Item 9 - Licensed/certified journeyperson @ \$55 per hour.
- Item 10 - Apprentice/Junior Mechanic @ \$55 per hour
- Item 11 - Laborer/helper @ \$55 per hour.
- Item 12 - Percentage off OEM parts @ 30% discount
- Item 13 - Percentage of miscellaneous materials @ 30% discount.
- Item 14 through 20 - Additional cameras at all locations @ \$2.97 per camera.
- Item 21- Card Access System w/2 doors @ \$125.76 per month.
- Item 22 - Card Access System w/4 doors @ \$251.52 per month.
- Item 23 - Card Access System w/16 doors @ \$377.28 per month.
- Item 24 - Card Access System w/32 doors @ \$365.92 per month.
- Item 25 - Card Access System w/64 doors @ \$848.88 per month.
- Item 26 - Card Access System w/80 doors @ \$1,273.32 per month.

**DELETED**

- 4 authorize Procurement Management Services to purchase up to the total estimated amount of \$800,000 for the initial contract term, and an amount not to exceed \$800,000 for each subsequent one (1) year extension period. Board authorization of this recommendation does not mean the amount shown will be expended.

JMM/mh

ITB-14-011-CV, Security Systems Services

ATCI Communications, Inc.

\*\*JLS Security Plus, LLC

Munway Technology, Inc.

ITEM	DESCRIPTION	Grade Level	TOTAL CAMERAS	UNIT	PRICE PER CAMERA	Extended Total	Best and Final Offer	Best and Final Extended Total	PRICE PER CAMERA	Extended Total	PRICE PER CAMERA	Extended Total	Best and Final Offer	Best and Final Extended Total
1	Elementary Schools	K - 6	2116	Month	\$3.18	\$6,728.88	\$2.97	\$6,284.52	\$2.95	\$6,242.20	\$12.23	\$25,878.68	\$11.50	\$24,334.00
2	Kindergarden to Eight Grade	K - 8	1435	Month	\$3.18	\$4,563.30	\$2.97	\$4,261.95	\$2.95	\$4,233.25	\$12.23	\$17,550.05	\$11.50	\$16,502.50
3	Middle Schools	6 - 8	3146	Month	\$3.18	\$10,004.28	\$2.97	\$9,343.62	\$2.95	\$9,280.70	\$12.23	\$38,475.58	\$11.50	\$36,179.00
4	Senior High Schools	9 - 12	4645	Month	\$3.18	\$14,771.10	\$2.97	\$13,795.05	\$2.95	\$13,702.75	\$12.23	\$56,806.35	\$11.50	\$53,417.50
5	Vocational and Specialized Centers	9 - 12	196	Month	\$3.18	\$623.28	\$2.97	\$582.12	\$2.95	\$578.20	\$12.23	\$2,397.08	\$11.50	\$2,254.00
6	Alternative Education Facilities	9 - 12	151	Month	\$3.18	\$480.18	\$2.97	\$448.47	\$2.95	\$445.45	\$12.23	\$1,846.73	\$11.50	\$1,736.50
7	Ancillary Facilities	Adult	313	Month	\$3.18	\$995.34	\$2.97	\$929.61	\$2.95	\$923.35	\$12.23	\$3,827.99	\$11.50	\$3,599.50
			12,002			\$38,166.36		\$35,645.94		\$35,405.90		\$146,784.45		\$138,023.00

☐ Primary

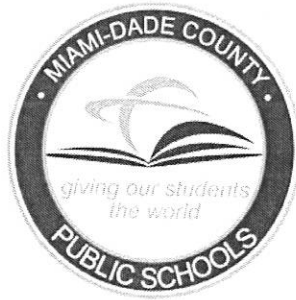
☐ Alternate

\*\*NON-RESPONSIVE



ADDITIONAL SERVICES NOT USE FOR BID CALCULATION

Hourly Labor Rate: Hourly rate to provide additional support functions or modifications to the systems listed above, that may be requested by MDCPS											
8	Licensed/Certified Journeyman Foreperson and/or Licensed/Certified Mechanic Foreperson (not to exceed \$65.00 an hour)	1	Hour	\$65.00			\$60.00		\$65.00		
9	Licensed/Certified Journeyman and/or Licensed/Certified Mechanic (not to exceed \$65.00 an hour)	1	Hour	\$55.00			\$60.00		\$65.00		
10	Apprentice/Junior Mechanic (not to exceed \$55.00 an hour)	1	Hour	\$55.00			\$50.00		\$55.00		
11	Laborer/Helper (not to exceed \$55.00 an hour)	1	Hour	\$55.00			\$50.00		\$55.00		
12	Percentage Off List: Vendor shall indicate the % discount off the most recent published price list for security system OEM parts. (at least 30% discount)	-	% Discount	30%			30%		30%		
13	Percentage Off List: Vendor shall indicate the % discount off the most recent published price list for the miscellaneous material. (at least 30% discount)	-	% Discount	30%			30%		30%		
In the event M-DCPS increases the security systems or number of facilities, and chooses at its sole discretion to add servicing to these systems, the vendor shall: Provide all labor, materials and equipment necessary to test, service, inspect and maintain additional security systems in accordance with the attached specifications. All prices shall not exceed the average of per camera cost as listed on items 1 - 7											
14	Elementary Schools	K - 6	-	Month	\$3.18	\$2.97	\$2.95		\$12.23	\$11.50	
15	Kindergarden to Eight Grade	K - 8	-	Month	\$3.18	\$2.97	\$2.95		\$12.23	\$11.50	
16	Middle Schools	6 - 8	-	Month	\$3.18	\$2.97	\$2.95		\$12.23	\$11.50	
17	Senior High Schools	9 - 12	-	Month	\$3.18	\$2.97	\$2.95		\$12.23	\$11.50	
18	Vocational and Specialized Centers	9 - 12	-	Month	\$3.18	\$2.97	\$2.95		\$12.23	\$11.50	
19	Alternative Education Facilities	9 - 12	-	Month	\$3.18	\$2.97	\$2.95		\$12.23	\$11.50	
20	Ancillary Facilities	Adult	-	Month	\$3.18	\$2.97	\$2.95		\$12.23	\$11.50	
In the event M-DCPS adds card access systems, and chooses at its sole discretion to add servicing to these systems, the vendor shall: Provide all labor, materials and equipment necessary to test, service, inspect and maintain card access systems in accordance with the attached specifications.											
21	Card Access System with 2 Doors	-	Month	\$125.76			\$123.76		\$250.00		
22	Card Access System with 4 Doors	-	Month	\$251.52			\$249.52		\$500.00		
23	Card Access System with 16 Doors	-	Month	\$377.28			\$375.28		\$1,600.00		
24	Card Access System with 32 Doors	-	Month	\$365.92			\$563.92		\$3,200.00		
25	Card Access System with 64 Doors	-	Month	\$848.88			\$848.88		\$5,120.00		
26	Card Access System with 80 Doors	-	Month	\$1,273.32			\$1,271.32		\$6,400.00		



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

**SEALED BID NO:** ITB-14-011-CV

**TITLE:** Security Systems Services

**DESCRIPTION:** The purpose of this Invitation To Bid is to establish a contract from qualified Bidders to maintain a fully existing operational security system at all times for Miami-Dade County Public Schools

**TERMS:** One (1) year, initial term, with four (4) one (1) year options to renew.

**ITB RELEASE DATE:** Thursday, February 19, 2015

**PRE-BIDDERS CONFERENCE  
DATE/TIME:** Wednesday, March 4, 2015, at 10 a.m. EST

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

**DEADLINE FOR QUESTIONS:** Wednesday, March 4, 2015, at 5 p.m. EST

**BID DUE DATE/TIME:** Thursday, March 19, 2015, at 2 p.m. EST

**PUBLIC OPENING OF BIDS:** Thursday, March 19, 2015, at 2 p.m. EST

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

**FOR INFORMATION CONTACT:** Claudette VanWhervin, CPPB  
Buyer  
Phone: (305) 995-2338  
Fax: (305) 523-4988  
Email: [cvanwhervin@dadeschools.net](mailto:cvanwhervin@dadeschools.net)

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

## TABLE OF CONTENTS

### Section

1.0	ITB Overview and Bid Procedures .....	3
2.0	Scope of Services .....	20
3.0	Price Proposal List.....	38
4.0	Proposal Submission and Format.....	43
5.0	Evaluation/Selection Process .....	46
6.0	Attachments.....	47

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

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

### **1.1 INTRODUCTION/BACKGROUND**

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

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

#### **VISION**

We are committed to provide educational excellence for all.

#### **MISSION**

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

#### **CORE VALUES**

##### **Excellence**

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

##### **Integrity**

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

##### **Equity**

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

##### **Citizenship**

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

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

M-DCPS is seeking bids from qualified firms and/or individuals to maintain and repair existing security cameras throughout the District.

The selected Bidders will be awarded a one (1) year, initial term, with four (4) one (1) year options to renew.

### 1.3 ITB TIMETABLE

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

ITB available for distribution:	Thursday, February 19, 2015
Pre-Bid Conference date, time and place:	Wednesday, March 4, 2015, at 10 a.m. Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Wednesday, March 4, 2015 No later than 5:00 p.m. (Local Time) Emailed to Buyer (See Section 1.4)
Deadline for receipt of Bids:	Thursday, March 19, 2015, at 2 p.m. No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	April 15, 2015
Projected Contract start date:	April 29, 2015

### 1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Claudette VanWhervin, CPPB Buyer
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	<a href="mailto:cvanwhervin@dadeschools.net">cvanwhervin@dadeschools.net</a>
Telephone:	(305) 995-2338
Fax:	(305) 523-4988

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

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this ITB is permitted**, except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

## **1.5 CONE OF SILENCE**

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

1. Any person who seeks an award there from, including a potential vendor or vendor's representative; and
2. Any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

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

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

## **1.6 LOBBYING**

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



Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete, annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

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

#### **1.7 ITB AVAILABILITY**

The solicitation package is available through the District's Procurement Management Department. Please email your request to Claudette VanWhervin, Buyer, at [cvanwhervin@dadeschools.net](mailto:cvanwhervin@dadeschools.net). Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

#### **1.8 TERM AND RENEWAL**

The term of the resulting agreement shall be for a period of one (1) year with four (4) successive options to renew of one-year each, all at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

## 1.9 BID SUBMISSION

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

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

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

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

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 1.3**. Additionally, M-DCPS is closed on holidays observed by the District. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

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

## 1.10 PRE-BIDDERS CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITB Timetable (see Section 1.3). Attendance is highly recommended but not mandatory.**

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

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

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

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

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

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

### **1.12 PROPOSAL GUARANTEE DEPOSIT**

No Proposal Guarantee Deposit will be required for this ITB.

### **1.13 PERFORMANCE OR PAYMENT BONDS**

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

### **1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM**

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

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

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

#### **1.15 LOCAL PREFERENCE**

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by Statute as reflected in School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

##### **Definition:**

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with School Board Policy **6320.04**.

##### **PROCESS:**

##### **Invitation To Bids:**

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

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

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

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

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

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

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

No late proposal, bid, modification, or late withdrawal will be considered.

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

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

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

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

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

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

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

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

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	Security Systems Services Form A
Exhibit 9	Security Systems Services Form B

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

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

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (**Exhibit 4**) that must be completed and notarized prior to award unless, an Affidavit of Continued Compliance is applicable and is appropriately executed.

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

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

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



Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

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

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

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

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

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

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

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

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

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

#### **1.25 NOTICE OF AWARDS**

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

Awards become official upon the Board's formal approval of the award.

#### **1.26 DEFAULT**

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

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

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

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

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

**CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM.** The Status Verification System, also referred to as "E-verify", only applies to construction and professional services contracts using federal funds.

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

The contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with

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

## **1.28 BACKGROUND SCREENING REQUIREMENTS**

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

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

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

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

Bidder agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475, within 48 hours of its occurrence. Bidder agrees to provide the Board with a list of all of its employees, who have completed background screening as required by the above-referenced

statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement, entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **1.29 COMPLIANCE WITH SCHOOL CODE**

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

#### **1.30 CONFLICT OF INTEREST**

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

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

#### **1.31 PUBLIC RECORDS LAW**

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

### **1.32 ASSIGNMENT**

This Contract may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned without the prior written agreement of Miami-Dade County Public Schools. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

### **1.33 TERMINATION FOR CONVENIENCE**

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

### **1.34 DEBARMENT**

Pursuant to School Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

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

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

### **1.36 NO GRATUITY POLICY**

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

### **1.37 DAVIS-BACON ACT LABOR STANDARDS**

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



### **1.38 INDEMNIFICATION**

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

### **1.39 DUTY TO DEFEND**

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

### **1.40 INSURANCE REQUIREMENTS**

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

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

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

Part One: "Statutory"

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

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee



#### B. General Liability Insurance

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

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

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

#### C. Automobile Liability Insurance

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

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

#### D. Professional Liability

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

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

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

#### E. Employee Dishonesty (Fidelity)

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

\$10,000,000 Each Occurrence

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

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

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

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

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

If a Bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names and titles of any and all parties who are authorized to contract on behalf of the Bidder.

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

A Bid or RFP may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

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

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

#### **1.44 CHARTER SCHOOLS**

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

## **SECTION 2.0 - SCOPE OF SERVICES**

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

### **2.1 GENERAL INFORMATION**

M-DCPS has over two hundred and thirty-two (232) schools and offices and is seeking to establish a contract with qualified individuals and/or firms to provide maintenance services to all existing operational security systems, at all times. The services will include but are not limited to preventative maintenance, emergency on-site service response, video retrieval, system repairs, equipment//material, labor, training, written/electronic reports and associated accessories as needed, regardless of the technology, make, model or manufacturer.

Bidder(s) must commit to maintaining and enforcing the highest levels of pricing, service, quality and standards for the entire term of this contract and any subsequent renewal periods.

### **2.2 DEFINITIONS**

- a. Base Services: This service contract is an agreement between the Security Systems services Bidder and Miami-Dade County Public Schools (M-DCPS) for the Bidder to provide required services.
- b. M-DCPS/OWNER: Miami-Dade County Public Schools.
- c. Facility: All building structures at a single location, which is designated as a school, administrative or ancillary site.
- d. M-DCPS authorized representative: The M-DCPS authorized representative shall be the assigned Capital Task Force designee.
- e. Bidder: Service Company awarded this contract.
- f. OEM: Original Equipment Manufacturer.
- g. Service Technician: Shall be qualified Security Systems technicians performing the daily required maintenance and/or repairs. The technician shall possess current systems certifications and will obtain any future required certification to service the type of Security Systems owned and specified by M-DCPS along with their related components and materials:
  - 1. Factory trained and certified by the OEM or the local factory authorized distributor.
  - 2. The Technician's certification requirements will be evaluated on a case-by-case basis by the M-DCPS authorized representative as needed and may request additional documentation.

- h. Full-time Employees: Personnel employed by the Vendor and working for said Vendor a minimum of thirty-five (35) hours per week.
- i. Required Inspection: All inspections performed by qualified personnel that fulfill the requirements of applicable Codes, Design Criteria, and Master Specifications.
- j. School Board: The Board of elected officials that is directly responsible to the public for the enforcement of all policies and procedures for Miami-Dade County Public Schools.
- k. Final Acceptance: Shall mean Additional Services work that has been fully commissioned, inspected and approved by Maintenance Operations and has been completed in accordance with the defined scope of work, design drawings and punch list, and shall include receipt of all required training, manuals, drawings, warranties, and, if required, releases of lien and claim.
- l. Sub-contractor: A Subcontractor is a person or entity other than a material-man or laborer who enters into a subcontract with the Bidder for the performance of any part of the Bidder's work. Subcontractor must be pre-approved and meet all of the same requirements established by the Board for the awarded Vendor.
- m. Additional Services: Services not specifically stated in this ITB.
- n. Qualifier: The person who possesses an active and appropriate license.
- o. Site Administrator: The senior administrator, or designee, at the facility where services are being provided.
- p. Written Notice: The delivery of a certified or registered letter, facsimile or E-Mail transmission (with confirmation notice). The delivery of the certified or registered letter to the last known business address shall constitute proper notice to the Bidder. Unless otherwise specified, all communications, including but not limited to instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the Bidder shall be in writing.
- q. Functional System: A status or condition of the Security Systems that meets M-DCPS specifications.
- r. Emergency Service: Arrival at a site within 2-hours by the Bidder, to a Service Request declared as an emergency from the authorized M-DCSP representative.
- s. Standard Service: Arrival at a site by the Bidder within 24-hours of receiving a Standard Service Request from the authorized M-DCPS representative.
- t. Materials: Individual system components including infrastructure.
- u. Truck Stock: Bidder's trucks shall contain the defined M-DCPS required equipment and materials to be used for daily services.
- v. Service Ticket: Service request document generated by M-DCPS.

- w. Equipment Release: Document generated by M-DCPS to issue parts.
- x. Database: A computer program used to generate reports and maintain logs of service, associated responses, equipment/material furnished by Bidder and/or equipment/material released by M-DCPS.

### **2.3 TECHNICAL TERMS**

- a. IDF: A Security Systems intermediate distribution frame, which is subordinate to the Control Room/MDF, may or may not be interfaced directly with the Control Room/MDF, and may or may not be located in the immediate vicinity of the Control Room/MDF. IDF rooms do not necessarily contain the same manufacturer equipment as the Control Room/MDF and may provide services only to a portion of the facility.
- b. MDF: Main Distribution Frame may also contain or encompass the Security Systems Control Room.
- c. PTZ: Pan-Tilt-Zoom camera; These cameras provide the ability to pan the field of view allowing telephoto zoom capabilities with programmable or pre-established patterns and presets.
- d. Fixed Camera: Stationary mounted camera without any pan or tilt capabilities.
- e. IP Camera: Internet Protocol Camera transmitting video utilizing an open platform.
- f. Megapixel Camera: IP high-resolution camera.
- g. High Security Housing: Vandal resistant.
- h. Video Balun: Video signal adaptor for transmission over twisted-pair cables.
- i. CAT5, 5e, 6 / Twisted Pair: Type of network cable.
- j. Fiber: Fiber optic cables.
- k. Punch Down Block: Field termination blocks used for cross-connection and consolidation for unshielded twist pair cable.
- l. Power Supply: 24 Volt AC, 12 Volt DC, or equipment specified voltage.
- m. U.P.S.: Uninterrupted Power Supply providing backup power for a limited amount of time.
- n. DVR: Digital Video Recorder
- o. NVR: Network Video Recorder
- p. Video Server: Digitizes analog video signals and sends digital images over an IP network.

## 2.4 REFERENCES

In order to adhere to the terms and conditions of the bid, prospective Bidders must comply with the following documents:

- a. Florida Building Code (FBC) and associated codes and standards referenced therein. Latest Edition
- b. Chapter 489, Part II, Florida Statutes
- c. M-DCPS Master Specification Guidelines - Security Systems
- d. M-DCPS Security Systems Service Contract Guidelines.
- e. Occupational Safety and Health Act (OSHA)
- f. National Fire Protection Association 72 (NFPA); National Security Camera Code
- g. National Fire Protection Association 70 (NFPA); National Electrical Code (NEC)
- h. American Society for Testing and Material (ASTM)
- i. Americans with Disabilities Act Public Law 101-336 (ADA)
- j. Florida Accessibility Code for Building Construction - Latest Edition
- k. Underwriters Laboratories (UL)

**Master Specifications Guidelines may be accessed on our website:**

<http://facilities.dadeschools.net/default.aspx?id=masterspec2014>

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

## **2.5 SCOPE OF SERVICES**

1. The Bidder shall fully furnish all necessary equipment, labor, and materials for each Security System specified and all associated components under this contract including, but not limited to the following:
  - a. Inspect, repair, maintain, and provide video retrieval and preventive maintenance for more than two hundred and thirty (230) schools and offices with approximately twelve thousand (12,000) existing security cameras.
  - b. All services and repairs of equipment must be in compliance with the manufacturer's specifications and guidelines.
2. All repairs/replacements are to be completed within twenty-four (24) hours of the initial Service Request issued via email or any other means. If repairs are not completed within this time, the Bidder shall immediately notify the M-DCPS authorized representative, via phone and in writing, stating the reason for the delay and establishing a completion date. Failure to comply shall be evidence of Bidder negligence, and may result in penalties and sanctions, including, but not limited to termination of the contract.
3. Should the work exceed two (2) consecutive workdays and the repairs are not completed, the Bidder must notify M-DCPS immediately and provide a plan of action.
4. The Bidder shall provide and install all current software upgrades or revisions published by the OEM during the contract period. Such upgrades must be compatible with M-DCPS' Network protocols and any existing and/or new peripheral devices.
5. Bidders must maintain a satisfactory monthly evaluation of the service provided for each facility covered under this contract. If at any time during the contract period the Bidder's evaluations are not satisfactory the Bidder will be notified of deficient performance. If the evaluation falls below 90% for any month, the Bidder will be placed on probation. If the Bidder falls below 90% for any two consecutive months, the Bidder will be recommended for default, as stated in Section 1.26. Any substantiated deficiency/failure determined by M-DCPS authorized personnel will be recorded and used during these evaluations for each facility.
6. The Bidder shall provide M-DCPS with a Daily Facility Service Schedule and shall notify M-DCPS in writing the next day if the scheduled locations are not serviced or the repairs are not complete. Those facilities must be prioritized on the following service schedule. Failure to comply will reflect on the monthly evaluation.



7. In the event M-DCPS increases the security systems or number of facilities, and chooses at its sole discretion to add servicing to these systems, the Bidder shall provide all labor, materials, and equipment necessary to test, service, inspect and maintain additional security systems in accordance with the attached specifications.
8. All services performed by the Bidder shall comply with the requirements of the references listed above and Bidder shall maintain a Truck Stock sufficient to comply with contractual requirements.
9. During the course of service or preventive maintenance, the Bidder will be responsible for reporting all findings, actions taken, required or proposed to the site administration.

#### **2.5.1 Bidder Qualifications and Requirements:**

1. The Bidder shall be licensed as State Certified Electrical Contractor (EC license), or State Certified Alarm Contractor, EG, EF or EY license, per FS 489, Part II.
2. Meet all of the requirements associated with School Board Policy 6334 - Prequalification of Contractors for Educational Facilities Construction and Florida Statutes
3. Bidder must have appropriate active licenses at all times during the contract period. Any status change in the Bidder's license, qualifier or service technicians shall be reported in writing to the M-DCPS authorized representative within five (5) working days of its occurrence.
4. The Bidder shall maintain a licensed qualifier throughout the term of this contract.
5. The Bidder shall provide ONLY Service Technicians each and every workday who are Qualified as defined in this contract.
6. The Bidder shall maintain offices, facilities, and personnel within the State of Florida. Bidder shall be accessible by a local (toll free in Miami-Dade County) telephone call 7:00 A.M. to 5:00 P.M. **Local answering service (not a machine) for emergencies shall be available twenty-four (24) hours a day, seven (7) days per week.** Service call-log must be maintained and a copy provided to M-DCPS each quarterly billing period.
7. Bidder shall possess, or have immediate access to all necessary tools, repair parts, materials, ladders, lifts, scaffolding, bucket truck, and test equipment needed to meet the service requirements for the awarded Security Systems within contractual or agreed upon timelines.
8. Throughout the duration of this contract, the Bidder shall possess, or have immediate access to all OEM software including updates. The Bidder shall

install software and/or updates at no cost to the District.

9. Subcontracting for Additional Services is allowed only with prior written approval from the M-DCPS authorized representative as stated in Section 1.32. The Bidder shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the Bidder and any subcontractor. M-DCPS reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the Bidder to adjustment of bid prices.
10. The Bidder must maintain a current list of all Service Technicians that will be working at M-DCPS sites and provide an updated list reporting any changes in and/or addition of personnel to the M-DCPS authorized representative within two working days.
11. The Bidder is required, and shall have the capability, to perform simultaneously all work described herein at multiple locations throughout Miami-Dade County. When the magnitude of an event is such that the Bidder cannot meet the requirements, a recovery schedule will be negotiated. The Bidder must provide the M-DCPS authorized personnel with documentation of the extenuating circumstances.
12. All personnel employed by the Bidder, including any subcontractor and subcontractor's employees shall display at all times an identification badge which shall include the employee's name and title, with a photograph of the employee. Bidder personnel and/or sub-contracted personnel shall be in uniform with a company logo. **Employees without proper identification and demonstrating a company logo shall not be permitted to work on M-DCPS property.**
13. The Bidder's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision shall result in removal of the individual(s) involved from the school site, the project, and further, the Bidder may be prohibited from employing the individual in any future work with M-DCPS performed under this contract.

#### **2.5.2 Quality Assurance:**

##### **A. System Failure:**

1. Should any of the Bidder's activities result in a Systems failure whether related to or affected by the employee, the Vendor shall immediately inform the M-DCPS authorized representative via telephone and via email of the failure and anticipated length of downtime.
2. The Bidder shall make every effort to expedite repairs and minimize downtime.
3. If the system failure of hardware or software is a result of negligence on

the part of the Bidder, the Bidder shall be responsible for all associated repair/replacement costs.

B. Training:

1. Training classes covering system user operation shall be conducted by the Bidder if requested by the M-DCPS authorized representative. Attendees shall be determined by individual site administrators.
2. If such training is conducted, documentation of the training shall be provided by the Bidder indicating the name of the trainer, the trainer's qualifications, date of the training and a list of attendees recording the length of training time provided. This documentation shall be forwarded to the M-DCPS authorized representative.
3. Training will be required on an As Needed Basis per facility at no additional cost to M-DCPS. A reasonable time shall be determined by M-DCPS staff and the potential Bidder.

C. System Condition:

1. Whenever services are provided, the Bidder shall ensure that the Security Systems are left in an operable condition. The Bidder shall document all performed services on the Service Ticket provided and at the conclusion of each inspection the senior site administrator must approve all rendered services.
2. At the conclusion of each inspection or service, the Bidder shall insure that all serviced, replaced or repaired Security Systems equipment is properly recorded and all replaced equipment must be properly tagged.
3. At the conclusion of each inspection, all identified deficiencies shall be immediately repaired in compliance with Scope of work.

E. Stoppage of work:

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

1. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.
2. The Bidder's activities results in damage to District Property.
3. The Bidder's activities interfere with the normal operation of the facility any of its programs, testing and/or by the directive of the site administration.
4. Bidder's personnel are not properly licensed and/or do not have proper identification.
5. During a device or administratively activated fire alarm event.

6. Any other condition, situation, or circumstance, which, in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.
7. The Bidder's Technician fails to follow the directives of the M-DCPS Authorized Representative.

F. Inspection of Work/Audits

M-DCPS reserves the right to inspect/audit the Bidder's work at any time to assure compliance with all terms and conditions of the contract. All work will be inspected pursuant to applicable codes as referenced within this document. M-DCPS will provide the Bidder with a written request for inspection at least forty-eight (48) hours prior to the inspection date. Bidder shall have personnel present during the entirety of the inspection.

### 2.5.3 Permits

This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The Bidder shall sign in on the Annual Maintenance Permit (A.M.P.) for any work to be performed. The Vendor shall not be responsible for obtaining this Permit. However, a specific building permit will be required for any category of work administered and supervised by any M-DCPS department other than Maintenance Operations and certain projects defined by the Florida Building Code.

### 2.5.4 Parts

1. All parts and equipment shall be provided by the Bidder under this contract. All parts and equipment shall be new and purchased from the OEM, free from defects, suitable for the intended use and warranted for a minimum of three years. Use of used or non-OEM parts must be approved by M-DCPS authorized representative, in writing, prior to installation.
2. All non-OEM parts and/or assemblies deemed non-repairable, defective or obsolete shall be replaced with parts or assemblies that are OEM approved. Replacement of all components shall be with other components of equal or better quality, as determined and accepted by the M-DCPS authorized representative. All materials and parts shall be UL listed for their intended purpose.
3. M-DCPS reserves the right to supply equipment, material, infrastructure or components to the Vendor for installation or replacement under this contract.

### 2.5.5 Manuals

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

### 2.5.6 System Configuration and Facility Information

1. At the initial site visit, the Bidder shall provide system configuration backups. This information shall be labeled with the facility's name stored on a CD or USB Thumb drive and printed. The Bidder shall submit a copy of the backup information to the M-DCPS authorized representative. The Bidder will also place the backed-up information in the Control Room/MDF lockbox. In the event there is no lockbox one will be provided for the Bidder to install in the Control Room.
2. During the term of the contract, if any modifications are made to the Security System effecting system configuration, the Bidder shall re-submit the system configurations as covered in paragraph 1.
3. Invoices for services at any individual site will not be processed until the Bidder complies with the provisions of this Section.

### 2.5.7 Requested Services

1. **Only the M-DCPS authorized representative or designee shall be authorized to request any type of services under this contract.** Should additional services be requested by the site administrator, the Bidder must forward this request to the M-DCPS authorized representative for authorization.
2. Emergency Service Request must result in the arrival of a Service Technician at the effected facility within two (2) hours of such notification. One (1) hour response is required in the case of police, fire, or homeland security deemed emergency at a facility. Failure to comply shall reflect monthly evaluation and may result in contract termination.
3. Service requests may include, but are not limited to, the following:
  - a. Base services
  - b. Any system failure
  - c. Inability to acknowledge, silence or reset audibles
  - d. Failure of Security Systems to remotely communicate
  - e. Administrative request
  - f. Damages caused by other systems
  - g. Vandalism
  - h. Hazards
4. If required, the Bidder shall provide service twenty-four (24) hours a day, seven (7) days a week including recess and Holidays. Failure to comply shall reflect monthly evaluation and may result in contract termination.
5. In the event any conflict arises between Bidder's personnel and M-DCPS staff, the Bidder must immediately contact the M-DCPS authorized representative. The Bidder must correspond only with the M-DCPS authorized representative. Should a conflict arise between the Bidder's personnel, M-DCPS staff the M-DCPS Authorized Representative shall direct the Bidder's personnel to leave the site immediately.

6. In the event equipment is released by M-DCPS. The equipment release time and location will be designated by the authorized M-DCPS representative.
7. Obtaining an RMA (Return Material Authorization) number is the responsibility of the contracted Bidder for all known defective equipment whether expired or still under warrant.

#### **2.5.8 Notification of On-Site Service Response**

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

#### **2.5.9 Additional Services**

1. If requested by M-DCPS, the Bidder may be required to perform additional services including but not limited to vandalized repairs, installation and/or expansion of a Security Systems in any of its facilities. Work performed shall comply with OEM Manufacturers' standards.
2. Labor rates for additional services shall be noted by the Bidder on the bid proposal forms for:
  - a. Qualifier
  - b. Architect / Engineer
  - c. Project Manager
  - d. Service Technician
  - e. Helper
3. If quotes to supply Equipment are requested, the cost shall be as follows:
  1. Security Systems products:
    - a. The Bidder shall bid a minimum of 30% off from the most recent OEM published list price. At no cost to M-DCPS, the Bidder shall supply the M-DCPS authorized representative with manufacturer's most recent OEM published price list. Bidders shall note the established discount percentage off the published price list on the bid proposal forms.
    - b. Bidder shall complete and submit Form A, Exhibit 8, for all additional service quotes.
  2. Miscellaneous Equipment and/or materials Not in Contract (N.I.C)
    - a. M-DCPS reserves the right to obtain quotations from the awarded Bidder, or other approved Bidders, for miscellaneous equipment and/or, which shall include but not be limited to raceway, connectors, couplers, fasteners, boxes, cable and wiring.
    - b. Bidder shall complete and submit Form B, Exhibit 9, for all quotations where miscellaneous equipment and/or materials are required.



D. M-DCPS Furnished Equipment and/or Materials:

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

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

**2.5.10 Design/Drawing Requirements**

A. If it is determined by the M-DCPS authorized representative that signed and sealed drawings by a Florida Registered design professional are required for any work under this contract, such shall be considered incidental to the work, and shall be provided by the Bidder.

1. Said services shall include, but not be limited to, the provision of all design and construction documents as specified, calculations, as built, shop drawings, record drawings, and submittals. All design and construction documents, calculations, shop drawings, and record drawings may be required to be signed and sealed by a design professional as per M-DCPS requirements. The Bidder, through a responsible design professional, shall also provide, if necessary, the executed forms, studies, and other documentation required by applicable codes and agencies having jurisdiction.
2. The Bidder shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies until approved. The Bidder shall direct specific attention in writing or on resubmitted documents to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s). The District shall not be liable for any parts or materials ordered by the Bidder prior to approval of design documents.



3. All drawings and specifications produced by the design professional(s) shall become the property of the Board at the completion of the work. The Bidder shall provide five (5) sets of prints and technical specifications; all sets must be signed and sealed.
- B. The Bidder shall submit the name, address and current Florida registration for all design professionals for each proposal that requires design services. The Board reserves the right to approve or disapprove the design professional. If disapproved, the Bidder shall be required to provide an alternate.
  - C. For projects, which the Board provides design documents, the Bidder shall review the plans and identify any discrepancies, inconsistencies, mistakes, etc. prior to preparation of a cost proposal. Prior to commencement of construction, the Bidder shall verify measurements in the field, and identify any differences from the furnished drawings.
  - D. For projects which do not require signed and sealed documents, the Bidder shall furnish shop drawings in AUTOCAD format, record drawings, and any other documents and/or information as may be required in support of the work. The Board reserves the right to approve all drawings and submittals.
  - E. Shop Drawings
    1. The Bidder shall review, approve and submit (3) three sets of all shop drawings and samples required for the work. Shop drawings and samples shall be identified as specified, or as required by the M-DCPS authorized representative. At the time of submission, the Bidder shall inform the M-DCPS authorized representative, in writing, of any deviation of the shop drawings or samples from the requirements of the project scope.
    2. The Bidder shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Bidder shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s).
    3. No portion of the work requiring a shop drawing or sample submission shall commence, nor shall the District be liable for any parts or materials ordered by the Bidder until the submission has been approved. All such portions of the work shall be in accordance with approved shop drawings and samples.
  - F. Upon completion of the work and final acceptance by M-DCPS, The Bidder shall furnish:
    1. Three (3) sets of reproducible record drawings and technical specifications (Minimum 24X36). All copies shall be stamped "AS BUILT" with company logo, also a CD with AutoCad drawings labeled accordingly.

2. CAD Disk with Company Logo (Label: As Built, Project Name, Number)
3. Three (3) copies of maintenance and operating manuals for any equipment included in the scope of work and supplied by the Bidder.
4. When applicable, completion of FORM 5463 (Part B) and all supporting documents

M-DCPS reserves the right to withhold final payment, or any portion thereof, until receipt of these documents.

#### **2.5.11 Warranty**

- A. The Bidder shall warrant the work and shall remedy any defects due to faulty materials or workmanship for a minimum of one (1) year from the date of final acceptance. Manufacturer's warranties, if greater than one (1) year, shall not be limited by this provision.
- B. Bidder shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice and/or email correspondence, the Bidder shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected within 24 hours upon receipt of the written notice and/or email correspondence.
- C. Neither the final payment nor any provision in the contract documents shall relieve the Bidder of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

#### **2.5.12 Non-Exclusivity**

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

#### **2.5.13 Negligence, Remedy and Termination**

1. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and default the Bidder if material or procedures are used other than those specified.
2. As a result of Bidder negligence, should a system covered under this contract remain inoperative or exhibit any trouble condition for more than twenty-four (24) hours after notification to the Bidder and issuance of appropriate direction to repair said system, M-DCPS shall effect any and all actions necessary to assure the safety of the building occupants and security of the physical plant, including, but not limited to temporary equivalent services, with all associated costs being

borne by the Bidder.

3. In the event that the Bidder fails to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, M-DCPS shall notify the Bidder, in writing, of the deficiencies, and establish a specific time frame for correction of such deficiencies. If correction is not effected in an acceptable manner within the allocated time, M-DCPS shall effect all actions necessary to assure the safety of the building occupants and security of the physical plant, with all associated costs being borne by the Bidder. M-DCPS may invoke any other sanctions or penalties including recommending to the Board that the Bidder be declared in default.
4. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction, which is a result of the Bidder's negligence in adherence to the terms and conditions of this contract, individual work order, purchase order, applicable statutes, codes and/or ordinances, shall be borne solely by the Bidder.

#### **2.5.14 Facility Use, Clean Up and Protection:**

1. The Bidder shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the public in and around the work area. The Bidder shall also insure that M-DCPS property is protected from damage and defacement resulting from the Bidder's activities. Any such damage shall be corrected by the Bidder at the Bidder's sole expense. Prior to payment of any invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
2. It is the responsibility of the Bidder to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The Bidder shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances.
3. Use of student restrooms is prohibited. Bidder, its employees and /or assigns shall not use M-DCPS staff restrooms, cafeteria, lounge, dumpsters, equipment, etc. without permission from the M-DCPS authorized representative at each site.
4. Bidder's materials, equipment and tools that are not in use shall be stored in a secured location supplied by the Bidder and approved by M-DCPS.
5. M-DCPS is not responsible for loss of tools, equipment or supplies.
6. Site shall be left in a "broom clean" condition upon completion of work.
7. Bidder shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
8. Bidder shall not impede nor interfere with the normal function of the facility, its occupants or its programs.

9. Bidder shall ensure all ceiling tiles that are removed while performing work are replaced and/or reinstalled at the end of each workday and/or prior to leaving the site.
10. Bidder vehicles shall be parked only at locations authorized by the site administrator.

## **2.5.15 Invoicing and Payment**

### **A. Invoice and Payment for Base Services**

1. All invoices shall include the following:
  - a. School name and Work location where services were rendered.
  - b. Period of service
  - c. District's purchase order number.
  - d. Bidder Invoice Number
  - e. Date of invoice
11. All invoices for provided services shall be submitted for payment within five (5) workdays after the end of the quarter. Invoice amount shall be in conformance with the terms as described on individual purchase orders. Original invoices shall be sent to;

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MAINTENANCE AND OPERATIONS  
ATTN: CAPITAL TASK FORCE – SECURITY SYSTEMS  
ADMINISTRATOR, Room 401  
12525 N.W. 28th Avenue  
MIAMI, FLORIDA 33167

Payments will be made according to established Accounts Payable policies and procedures.

### **B. Invoice and Payment for Additional Services**

1. Bidder shall invoice additional services based on the actual labor hours expended, applicable materials and/or equipment utilized. M-DCPS does not pay for travel time.
2. The invoice document shall contain the following information:
  - a. District's purchase order number.
  - b. Description of work.
  - c. Start date and completion date.
  - d. School name and Work location where services were rendered.
  - e. OEM part number(s)/serial number(s) and description of materials utilized, quantities and unit prices.
  - f. Labor hours type, quantities and unit prices.
  - g. Written warranty submitting the approved M-DCPS Warranty Form (attached)
  - h. Final release of lien, and/or consent of surety, from any

- subcontractor or supplier, if applicable.
  - i. Final release of claim from the Bidder.
- 3. A clean and clearly legible copy of service tickets and/or time sheets shall document the labor and shall accompany the invoice. This document(s) shall indicate the technician's name or ID number, dates and times services were provided. Service tickets **SHALL** be signed at the end of the workday by work location administrator or designated staff.
- C. Invoices not submitted in accordance with the procedures and requirements defined herein will not be processed for payment and will be returned to the Bidder.
- D. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the Bidder at the Bidder's expense prior to any payment being made. The Bidder will not be compensated for waste and/or surplus materials. The Bidder shall **not** be paid for any services, which have not been authorized by the M-DCPS authorized representative and not accompanied by an M-DCPS purchase order.

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## 2.6 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

In no more than eight (8) pages, the Bidder must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. Provide a Miami-Dade County Public Schools Contractor Pre-Qualification Certificate		
b. Provide Three Reference letters		
c. List of Emergency contact numbers		
d. Provide list of technicians with their qualifications and training certificates		
e. Provide State Certified Electrical Contractor (EC license, or State Certified Alarm Contractor, EG, EF, or EY license		
f. Proof of work history within the last 3 years including 5 projects over \$500,000		
g. Please submit written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system)		
h. Provide proof of experience working with a large entity such as School Districts, County, Hospitals, and/or private industry, etc.		

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

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

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

The Bidder shall offer all of the elements of this ITB and meet all requirements and specifications listed within **Section 2.0 - Scope of Services**.

The prices quoted are to include all travel and living expenses for the items proposed. The price proposed will be firm and fixed for the life of the contract a period of one (1) year, with four (4) one-year contract extensions.

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

The School Board of Miami-Dade County does not pay Federal Excise and State Taxes on direct purchases of tangible personal property made by contractors, who uses the tangible personal property in performance of contracts, for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

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

The Bidder shall offer all of the elements of this ITB and meeting all requirements and specifications listed within **Section 2.0 – Scope of Services**. All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this ITB.

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



## SECTION 3.1 PRICE PER CAMERA

### SECTION 3.1 – COMMODITIES PROPOSAL PRICE LIST

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

**BIDDER MUST COMPLETE THIS SECTION IN ITS ENTIRETY**

#### PRICE PER CAMERA

Items 1 through 7 to be awarded on a total low bid basis. Items 8 through 26 will not be used to calculate bid award however, awarded vendors shall honor these prices if additional support functions or modifications are requested by M-DCPS.

Bidders must bid all items

ITEM	DESCRIPTION	Grade Level	TOTAL CAMERAS	UNIT	PRICE PER CAMERA
1	Elementary Schools	K - 6	2116	Month	\$ _____
2	Kindergarden to Eight Grade	K - 8	1435	Month	\$ _____
3	Middle Schools	6 - 8	3146	Month	\$ _____
4	Senior High Schools	9 - 12	4645	Month	\$ _____
5	Vocational and Specialized Centers	9 - 12	196	Month	\$ _____
6	Alternative Education Facilities	9 - 12	151	Month	\$ _____
7	Ancillary Facilities	Adult	313	Month	\$ _____
			12,002		

**SECTION 3.2 – COMMODITIES PROPOSAL PRICE LIST**

[Signature is required at the end of this Section 3.2]

**BIDDER MUST COMPLETE THIS SECTION IN ITS ENTIRETY**

**3.2 SIGNATURE FOR PROPOSAL LIST - CAMERAS**

**For this section 3.2 – Price Proposal**

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

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

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

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

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## SECTION 3.3 – COMMODITIES PROPOSAL PRICE LIST – ADDITIONAL SERVICES

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

**BIDDER MUST COMPLETE THIS SECTION IN ITS ENTIRETY**

### 3.3 Additional Services

	<b>Hourly Labor Rate:</b> Hourly rate to provide additional support functions or modifications to the systems listed above, that may be requested by MDCPS				
8	Licensed/Certified Journeyman Foreperson and/or Licensed/Certified Mechanic Foreperson ( <i>not to exceed \$65.00 an hour</i> )		1	Hour	\$ _____
9	Licensed/Certified Journeyman and/or Licensed/Certified Mechanic ( <i>not to exceed \$65.00 an hour</i> )		1	Hour	\$ _____
10	Apprentice/Junior Mechanic ( <i>not to exceed \$55.00 an hour</i> )		1	Hour	\$ _____
11	Laborer/Helper ( <i>not to exceed \$55.00 an hour</i> )		1	Hour	\$ _____
12	<b>Percentage Off List:</b> Vendor shall indicate the % discount off the most recent published price list for security system OEM parts. ( <i>at least 30% discount</i> )		-	% Discount	_____ %
13	<b>Percentage Off List:</b> Vendor shall indicate the % discount off the most recent published price list for the miscellaneous material. ( <i>at least 30% discount</i> )		-	% Discount	_____ %
<b>In the event M-DCPS increases the security systems or number of facilities, and chooses at its sole discretion to add servicing to these systems, the vendor shall: Provide all labor, materials and equipment necessary to test, service, inspect and maintain additional security systems in accordance with the attached specifications. All prices shall not exceed the average of per camera cost as listed on items 1 - 7</b>					
14	Elementary Schools	K - 6	-	Month	\$ _____
15	Kindergarten to Eight Grade	K - 8	-	Month	\$ _____
16	Middle Schools	6 - 8	-	Month	\$ _____
17	Senior High Schools	9 - 12	-	Month	\$ _____
18	Vocational and Specialized Centers	9 - 12	-	Month	\$ _____
19	Alternative Education Facilities	9 - 12	-	Month	\$ _____
20	Ancillary Facilities	Adult	-	Month	\$ _____
<b>In the event M-DCPS adds card access systems, and chooses at its sole discretion to add servicing to these systems, the vendor shall: Provide all labor, materials and equipment necessary to test, service, inspect and maintain card access systems in accordance with the attached specifications.</b>					
21	Card Access System with 2 Doors		-	Month	\$ _____
22	Card Access System with 4 Doors		-	Month	\$ _____
23	Card Access System with 16 Doors		-	Month	\$ _____
24	Card Access System with 32 Doors		-	Month	\$ _____
25	Card Access System with 64 Doors		-	Month	\$ _____
26	Card Access System with 80 Doors		-	Month	\$ _____

**SECTION 3.4 – COMMODITIES PROPOSAL PRICE LIST – ADDITIONAL SERVICES**

[Signature is required at the end of this Section 3.4]

**BIDDER MUST COMPLETE THIS SECTION IN ITS ENTIRETY**

**3.4 SIGNATURE FOR PROPOSAL LIST - ADDITIONAL SERVICES**

**For this section 3.4 – Price Proposal**

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

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

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

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

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## SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

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

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

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

### 4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

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

2) Table of Contents

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

3) Executive Summary

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

4) Technical Qualifications

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

offer solutions or an explanation to the requirements of this section may result in the proposal being considered non-responsive.

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

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

As this is a sheltered market solicitation, each Bidder must provide documentation regarding its SBE/MBE certification with the District, as indicated in Section 1.14, Small/Micro Business Enterprise Program. Failure to provide this documentation will deem the proposal non-responsive.

6) Price Proposal List

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

7) Required Forms & Attachments

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

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

#### 4.2 PROPOSAL PREPARATION REQUIREMENT

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

date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

#### 4.3 PROPOSAL LABELING REQUIREMENTS

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

<b>SEALED PROPOSAL ENCLOSED</b> (To be opened by the Contact Person noted below)	
Bidder's Name: Bidder's Address: Bidder's Telephone Number:	<b><u>BID BOX</u></b>  Miami-Dade County Public Schools Procurement Management Services <u>Attn: Claudette VanWhervin, CPPB</u> <u>Buyer</u> School Board Administration Building 1450 N.E. 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-14-011-CV ITB Title: Security Systems Services Proposal Due Date: Thursday, March 19, 2015, by 2 p.m. EST (local time)	

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## **SECTION 5.0 - EVALUATION/SELECTION PROCESS**

### **5.1 COMPETITIVE ITB PROCESS**

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

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

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

### **5.2 EVALUATION CRITERIA**

The Procurement Staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2.

### **5.3 PRICE PROPOSAL LIST**

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

### **5.4 AWARD**

Contract award shall be made to the responsive and responsible Bidder(s), whose proposal is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Buyer to the School Board.

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

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## SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Security Systems Services Form A
Exhibit 9	Security Systems Services Form B

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EXHIBIT 1

Cover Page For Proposal

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

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

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

**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

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

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

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

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

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

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

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

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

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**PART II:**

No Addendum was received in connection with this solicitation.

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

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

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

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

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

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

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

### Exhibit 3



## Miami-Dade County Public Schools Local Business Affidavit of Eligibility

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

<b>THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:</b>	
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): _____	
BUSINESS NAME:	_____
CONTACT PERSON:	_____
ADDRESS: (Include City State & Zip Code)	_____
FEIN (Federal Employer Identification Number):	Length of Time at Address Provided: _____
	Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
PHONE:	(    )    FAX: (    )
E-MAIL ADDRESS:	_____
<b>ATTESTATION - I understand that:</b> <ul style="list-style-type: none"> <li>In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Mark applicable box and attach support document(s).</li> <li>To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.</li> <li>The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.</li> <li>The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.</li> <li>The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.</li> <li>The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.</li> <li>The above information may be subject to verification.</li> <li>A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.</li> </ul>	

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

**SWORN AND SUBSCRIBED BEFORE ME**

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
  
My Commission Expires: \_\_\_\_\_  
NOTARY SEAL

\_\_\_\_\_  
PRINTED NAME OF AFFIANT  
  
\_\_\_\_\_  
SIGNATURE OF AFFIANT                      DATE  
  
\_\_\_\_\_  
TITLE  
  
\_\_\_\_\_  
COMPANY NAME

FM-7138 Rev. (03-13)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES



**Exhibit 5  
BIDDER EXPERIENCE**

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

Prime Bidder:

\_\_\_\_\_

Client Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Client Contact name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

Email:

\_\_\_\_\_

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

**Duration of Client Relationship:**

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

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

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

**Exhibit 6**  
**ANTI-COLLUSION STATEMENT**

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

**CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS**

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

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

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

LEGAL NAME OF AGENCY OR

BIDDER SUBMITTING PROPOSAL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF BUSINESS ORGANIZATION: \_\_\_\_\_

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

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

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

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

**Exhibit 7**

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

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

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

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

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

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

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DISCLOSURE OF CONFLICT OF INTEREST**

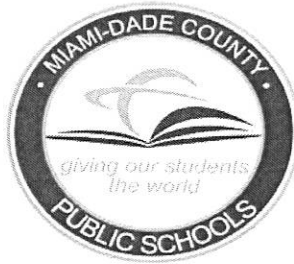
**(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)**

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

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

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

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL



**SECURITY SYSTEMS SERVICES CONTRACT**  
**Exhibit 8 - Form A**

FROM: \_\_\_\_\_  
 \_\_\_\_\_

TO: \_\_\_\_\_

VIA FAX: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

SUBJECT: **SECURITY SYSTEM QUOTATION**

DATE: \_\_\_\_\_

**Additional Services:**

Brief description of work to be done

\_\_\_\_\_  
 \_\_\_\_\_

Manufacturer	Model #	Part #	Description	List Price	Quantity	Price (% off List)	Extended Amount

Lic. JP/Mechanic FP Labor Hours \_\_\_\_\_ x \_\_\_\_/Hr. \$ \_\_\_\_\_

**PARTS (FORM A) \$** \_\_\_\_\_

Lic. JP/Mechanic Hours \_\_\_\_\_ x \_\_\_\_/Hr. \$ \_\_\_\_\_

**MISC. (FORM B) \$** \_\_\_\_\_

Apprentice/Junior Mechanic Hours \_\_\_\_\_ x \_\_\_\_/Hr. \$ \_\_\_\_\_

Laborer/Helper Hours \_\_\_\_\_ x \_\_\_\_/HR. \$ \_\_\_\_\_

VERIFIED BY \_\_\_\_\_

**PARTS (Form A) \$** \_\_\_\_\_

**MISC. (Form B) \$** \_\_\_\_\_

**LABOR (Form A) \$** \_\_\_\_\_

**TOTAL QUOTE \$** \_\_\_\_\_

MDCPS Purchase Order # \_\_\_\_\_

MDCPS W/O # \_\_\_\_\_

PLEASE FAX BACK TO REQUESTER: \_\_\_\_\_

FAX # \_\_\_\_\_

**NOTE: Vendor may not proceed with work without first receiving a Purchase Order # or Confirmation #**

(Enter Total on Form A)