REQUEST FOR PROPOSALS NO. 080-NN10

INSPECTION/ADMINISTRATIVE SERVICES FOR ELEVATORS AND WHEELCHAIR LIFTS (REBID)

I. NAME AND ADDRESS OF REQUESTER

Miami Dade County Public Schools
Maintenance Operations
Contract Services Department
12525 NW 28TH Avenue
Miami, Florida 33167

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is to obtain the professional services of a certified agent or agency in the specific area of elevator and wheelchair lift inspection and certification. This service will also include periodic monitoring or quality control inspections of repairs or corrections performed by the elevator maintenance provider.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Eight copies of this proposal, one of which must be an original and one (1) CD containing the entire proposal, must be received by 2:00 P.M. (Eastern Daylight Time), on July 16, 2013, at:

The School Board of Miami Dade County, Florida
Bid Clerk, Procurement Management
1450 N. E. Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated date and time will be solely and strictly the responsibility of the proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked "Inspection/Administrative Services for Elevators and Wheelchair Lifts (Rebid)". It is anticipated this proposal may be presented to The School Board of Miami-Dade County, Florida, for acceptance on or about September 3, 2013. If accepted, notification to the successful proposer (s) will be on or after September 3, 2013. The Board reserves the right to reject any and all proposals.

IV. DESCRIPTION OF REQUIRED SERVICES

The scope of services contained herein will provide Miami Dade County Public Schools (M-DCPS) with an effective means of meeting the requirements of the Florida State Department of Business and Professional Regulations. The successful proposer shall:

A. Conduct semi-annual inspections of all non-exempt elevators, wheelchair lifts and dumbwaiters.
B. Submit all inspection reports to the Bureau of Elevator Safety within (5) days of the inspection.
C. Conduct periodic spot checks of repairs completed by elevator service vendor.
D. Provide to the appropriate M-DCPS Administrator a comprehensive report of all uncorrected violations.
E. Submit copies of the comprehensive report of all uncorrected violations to the maintenance provider.
F. Conduct call back inspections for repairs completed by service provider.
G. Coordinate corrections/repairs of violations with service provider.
H. Conduct elevator surveys for fire service recall capability and code compliance.
I. Submit all requested reports or plans reviews to the requesting department or M-DCPS contracted service provider within ten (10) business days.
J. Provide other QEI services as required by M-DCPS to include but not limited to:

    1. Review existing bid specifications and requirements to determine their adequacy.
    2. Act as a resource for the District in disputes with the contracted service provider on issues pertaining to maintenance.
    3. Provide the designated contract services administrator with all relevant changes to the elevator standards and requirements adopted locally or statewide.
    4. Advise the Contract Services Department as to the appropriateness of costs as they relate to non-contract items or repairs.
    5. Assist the Contract Services Department in evaluating the job performance of the elevator repair contractor.
    6. Provide specifications for modernization/renovation of existing elevators.
    7. The consultant will represent the Board in all civil issues and inspections with any agency having jurisdiction. The consultant will inform both the Board and the appropriate agency of the findings.
    8. Attend weekly meetings with M-DCPS Staff and the elevator service provider to discuss elevator maintenance and inspections.

9. MDCPS may require the services of one or more inspector(s) for a specific emergency situation, such as an accident investigation, emergency inspection, or a third party consultation on a special project. This response must result in the arrival of the inspector to the affected site within two (2) hours of such notification An immediate verbal report upon completion of evaluation and a written report within 24 hours of notification.
10. Familiarization with elevator maintenance contract terms and conditions.
11. The selected Proposer shall submit inspections/survey report as requested by M-DCPS staff.

V. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

Proposer must submit the following minimum documentation to be considered:

A. All Proposers shall provide in their Proposal evidence that demonstrates their ability to satisfy the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. The minimum qualifications for this solicitation are:

1. Proposers shall be a duly licensed elevator company holding a license as a Registered Elevator Company (REC) issued by the State of Florida, Department of Business and Professional Regulation (DBPR).

2. Proposers shall provide names and copies of “Certified Elevator Inspector” license (issued by State of Florida, Department of Business and Professional Regulation (DBPR) for at least two (2) employees that will be performing any inspection or survey work under this contract. This requirement is a continuing condition of award of a Contract issued as a result of this RFP. All employees of the selected Proposer that will perform field and evaluation work on the Contract, issued as a result of this RFP, shall hold the Certified Elevator Inspector license issued by DBPR. Clerical and office staff are exempt from the licensing provision.

3. Proposers shall have been regularly engaged in the business as a duly licensed elevator consulting and/or inspection company for a minimum of five (5) years.

4. At least one of the Principals (President or Chief Executive Officer or General Manager of Operations or any other Principal of similar capacity) of Proposers shall have a minimum of ten (10) years of experience in the elevator industry. Preference will be given if the Principal has a valid Certificate of Competency issued pursuant to Section 399.045, Florida Statutes.

5. Provide detailed information to substantiate the proposer's ability to perform the work outlined in the Scope of Services.

These are continuing conditions of award of a Contract issued as a result of this RFP.

M-DCPS will not consider proposals from firms who are currently engaged in or are a subsidiary of a firm engaged in manufacturing and/or installation and/or providing maintenance services for elevators, escalators and other related equipment.

B. Proposer must supply a list of 5 companies or organization where the proposer has performed the same type work.

C. Three (3) letters of reference of similar work performed within the South Florida area.

D. Cost Proposal. Please provide hourly rate to provide services requested.

E. Provide detailed information to substantiate the proposer's ability to perform the work outlined in the Scope of Services.

F. Complete and submit **Anti-Collusion Statement**, including the signature of the authorized person empowered to submit this proposal (Page "ii" of this proposal).

G. Attachment A, as indicated in Section X of this proposal.

VI. TERMS OF CONTRACT

The term of the proposal shall be for an initial one (1) year period and may, by mutual agreement between the School Board and the Awardee, be extended for four (4) additional one (1) year periods, and if needed, 90 days beyond the expiration

date of the current renewal period. The School Board, through Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon.

The School Board, by law, must reserve the right to cancel the contract at the end of the year of the contract term, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found undesirable. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination. The proposer shall at all times comply with local, state, or national standards for the provision of services whichever is more stringent. The Board shall have the right to cancel the agreement for unacceptable performance at any time, giving the other party sixty days (60) prior notice.

VII. EVALUATION OF PROPOSALS

Proposals will be evaluated by representatives of the District in order to ascertain which proposal best meets the needs of the School Board. The evaluation of proposals will be made by a committee consisting of the following members:

- Representative, Contract Services
- Representatives, Maintenance Operations (2)
- Representative, Risk and Benefits Management
- Representative, Office of Economic Opportunity/M/WBE
- Representative, Procurement Management Services (non-voting)

Evaluation consideration will include, but not be limited to:

Responsiveness of the proposal in clearly stating an understanding of the work to be performed;

Cost, may not be the dominant factor but will have some significance and will be a particularly important factor when all other evaluation criteria a relatively equal;

Primary emphasis in the selection process will be placed on the background, qualifications, experience and /or expertise in the area of elevator and wheel chair lift repair and maintenance; and

Certifications and licenses which will be reviewed closely for current status.

The school district reserves the right to reject any and all proposals submitted. The School Board is not obligated to place any order for services subsequent to the award of this proposal. The information contained in this proposal is supplied as an aid to the proposer in determining whether it will be able to supply the product and/or services that may be required by the School Board.

EVALUATION PROCEDURE TO PROVIDE PREFERENCE TO LOCAL BUSINESS

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 Policy **6320.04**.

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Proposer(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**.

VIII. INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined bellow:

A. Professional Liability Insurance in the name of the proposer with limits of liability not less than $1,000,000 per wrongful act.

B. Commercial General Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as

an additional insured on the policy.

C. Worker's Compensation Insurance for all employees of the proposer as required pursuant to the provisions of § 440, Florida Statutes.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the polices to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

IX. INDEMNIFICATION

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

Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

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

X. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

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

B. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (**ATTACHMENT A)**

Minority/Women Business Enterprises (M/WBE) Participation

It is the policy to increase contracting opportunities for Minority/Women Business Enterprises (M/WBEs). In keeping with this policy, if a minority firm, which is Woman, or African American owned and operated, is to perform a scope of work, provide documentation to substantiate the M/WBE and its staff's experience in providing this type of service. All M/WBEs must be certified by the Office of Economic Opportunity/M/WBE, prior to contract award. The **M/WBE Certification Application** may be accessed through the following link:

http://procurement.dadeschools.net/pdf/3920.pdf

XI. TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Contractor, 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 Contractor upon receipt of an invoice from Contractor otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered

which have actually been performed by Contractor, pro-rated on a percentage completion basis based on Contractor's reconciliation of labor actually expended compared to labor originally estimated by Contractor in constructing its proposal.

XII. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of proposals is as follows:

Procurement Contract Review Committee	January 31, 2013
Mailing of Request For Proposals	June 20, 2013
Deadline for Questions	June 27, 2013
Deadline for Submission of Proposals	July 16, 2013
Evaluation of Proposals	July 23, 2013
Award Recommendation	September 3, 2013

XIII. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00 p.m. (Local Time) June 27, 2013, via e-mail, to the individual listed below.

Ms. Barbara Jones, CPPB
Division of Procurement Management Services
Miami Dade County Public Schools
1450 North East Second Avenue, Room 356
Miami, Florida 33132
(305) 995-2348
E-mail: bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Responses to questions will be posted to M-DCPS' website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp