



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

**SEALED BID NO:** ITB-14-038-VF

**TITLE:** Elevator Services Contract

**DESCRIPTION:** The purpose of this Invitation To Bid is to institute a continuing program of testing, inspection, maintenance and repair to provide necessary, systematic, periodic service, maintenance and repair of all of the elevators, wheelchair lifts, and/or dumbwaiters at Miami-Dade County Public Schools locations.

**TERMS:** Two (2) year initial term, with three (3) one (1) year options to renew.

**ITB RELEASE DATE:** Tuesday, September 8, 2015

**PRE-BIDDERS CONFERENCE DATE/TIME:** Wednesday, September 16, 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, September 16, 2015, at 5 p.m. EST

**BID DUE DATE/TIME:** Tuesday, September 22, 2015, at 2 p.m. EST

**PUBLIC OPENING OF BIDS:** Tuesday, September 22, 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:** Vanessa Flores, CPSM, C.P.M.  
Buyer, Procurement Management Services  
Phone: (305) 995-1379  
Fax: (305) 523-2331  
Email: [vyflores@dadeschools.net](mailto:vyflores@dadeschools.net)

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

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

### **1.1 INTRODUCTION/BACKGROUND**

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

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

#### **VISION**

We 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 institute a continuing program of testing, inspection, maintenance and repair to provide necessary, systematic, periodic service, maintenance and repair of all of the elevators, wheelchair lifts, and/or dumbwaiters at Miami-Dade County Public Schools locations.

The selected bidders will be awarded a two (2) year agreement, with three (3) one-year options to renew at the District’s sole discretion.

### 1.3 ITB TIMETABLE

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

ITB available for distribution:	Tuesday, September 8, 2015
Pre-Bid Conference date, time and place:	Wednesday, September 16, 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, September 16, 2015 No later than 5:00 p.m. (Local Time) Emailed to Buyer (See Section 1.4)
Deadline for receipt of Bids:	Thursday, September 22, 2015, at 2 p.m. No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	October 2015
Projected Contract start date:	October 2015

### 1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Vanessa Flores, CPSM, C.P.M. Procurement Analyst, Procurement Management Services
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:vyflores@dadeschools.net">vyflores@dadeschools.net</a>
Telephone:	(305) 995-1379
Fax:	(305) 523-2331

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 Vanessa Flores, Procurement Analyst, at [vyflores@dadeschools.net](mailto:vyflores@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 two (2) year with three (3) 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: Vanessa Flores, CPSM, C.P.M.  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132**

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

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

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

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITB Timetable (see Section 1.3)**. **Attendance is highly recommended, but not mandatory. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

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

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

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

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

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

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

#### **1.12 PROPOSAL GUARANTEE DEPOSIT**

No Proposal Guarantee Deposit will be required for this ITB.

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

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

#### **1.14 SMALL/MICRO 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 local businesses, the tie shall be broken as delineated in School Board Policy 6320.

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

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

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

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

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

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

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

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

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

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

### 1.19 COSTS INCURRED BY BIDDERS

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

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

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

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

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	Price Proposal List

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 (3) years after the Board makes final payment.

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

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

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

The contractor shall require that the following provision be placed in each subcontract at every tier. “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.” The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

#### **1.28 BACKGROUND SCREENING REQUIREMENTS**

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

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

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

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

identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475, within 48 hours of its occurrence. Bidder agrees to provide the Board with a list of all of its employees, who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

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

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

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

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

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

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

### **1.31 PUBLIC RECORDS LAW**

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

### **1.32 ASSIGNMENT**

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

### **1.33 TERMINATION FOR CONVENIENCE**

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

### **1.34 DEBARMENT**

Pursuant to 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**

In consideration of this Contract, if awarded, the Bidder agrees without reservation to the insurance clauses contained herein. These clauses are attached to and form a part of ITB-14-038-VF.

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

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

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

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

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

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

Or

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

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

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

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

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
P.O. Box 12241  
Miami, FL 33101-2241

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

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

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

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

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

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

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

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

#### **1.44 CHARTER SCHOOLS**

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

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

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

### **2.1 GENERAL INFORMATION**

The District is soliciting bids to institute a continuing program of testing, inspection, maintenance and repair to provide necessary, systematic, periodic service, maintenance and repair of all of the elevators, wheelchair lifts, and/or dumbwaiters at Miami-Dade County Public Schools locations.

### **2.2 DEFINITIONS**

- A. Owner – Shall mean The School Board of Miami-Dade County, Florida. Also referred to as M-DCPS or the Board.
- B. M-DCPS Authorized Representative – Shall mean the individual/firm designated by the Owner to schedule, inspect and accept payment for the work covered by this solicitation.
- C. Inspector – Shall mean an authorized representative of Maintenance Operations, or designee.
- D. Vendor/Awarded Bidder – Refers to the person, firm or corporation authorized to do business with The School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly from the School Board for the performance of the work described by these documents.
- E. Performance – Shall mean to furnish all supervision, labor, materials, equipment, transportation and services required for the completion of the work.
- F. Emergency – Shall be as determined by the M-DCPS Authorized Representative.
- G. Written Notice – Shall mean delivery of a certified or registered letter to the vendor's last known business address, or confirmed facsimile or e-mail transmission to the Owner or vendor.

### **2.3 REFERENCES**

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

- A. Florida Building Code (FBC) and associated codes and standards, including NFPA and the Florida Fire Prevention Code referenced therein – latest edition;
- B. Occupational Safety and Health Act (OSHA);
- C. Florida Statute 255.05 Bond of contractor constructing public buildings; form; action by materialmen; and
- D. Miami-Dade County Public Schools Master Specification Guidelines.

**NOTE: Master Specifications may be accessed on our website at:**

<http://facilities.dadeschools.net/servProvided.asp>

All work shall be performed in accordance with the latest applicable edition of the above Standards and any other applicable codes. It is the responsibility of the bidder to comply with all codes and regulations having jurisdiction for work to be performed under this contract. Where conflicting specifications exist between reference documents, or any specifications contained herein, the more restrictive specification will prevail. Trade association general standards referred to in the reference documents will be interpreted based on the most recent revision.

## **2.4 SCOPE OF WORK**

- A. It is the intention of The Miami Dade County Public Schools to establish firm, fixed prices for services as specified herein from a source(s) of supply that will give prompt and professional service. This work includes the furnishing of all materials, tools, equipment, labor, services, permits, and licenses necessary for the inspection, maintenance and repair of elevators, wheelchair lifts, and dumbwaiters herein specified, in accordance with specifications contained herein, federal, state and local laws, standards, rules and regulations.
1. The purpose of this contract is to institute a continuing program of testing, inspection, maintenance and repair to provide necessary, systematic, periodic service, maintenance and repair of all of the elevators, wheelchair lifts, and/or dumbwaiters.
  2. The vendor shall furnish comprehensive inspection, maintenance and repair service, including all labor and material, except where otherwise noted in Section 2.6F, for the described units of equipment in the M-DCPS buildings as named or located by the address (or both). See Bid Proposal Form for a list of equipment and locations.
  3. The vendor shall regularly and systematically inspect each unit, its operation and component parts at frequencies stated herein, and as conditions warrant, adjust, lubricate, clean, repair or replace parts and mechanisms necessary to render preventive maintenance care and keep the equipment in proper and safe operating condition.
- B. Inspection of Sites and Other Relevant Material
1. The vendor shall have visited the sites and shall have inspected, be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate to fully understand the facilities, difficulties and restrictions attending the execution of the work. The vendor shall also thoroughly examine and be familiar with all the specifications.
  2. Failure or omission of the vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become

acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. The vendor understands the intent and purpose thereof, and his obligations hereunder, and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

C. Inspection of the Work and Noted Deficiencies

1. All deficiencies noted by any inspecting agency having jurisdiction, the M-DCPS Authorized Representative, and/or any of its independent consultants will be submitted to the vendor for correction. Such correction must be effected within thirty (30) calendar days, or as specified by the inspecting agency, whichever is less. Should the deficiencies not be corrected at the time of the follow-up inspection, the vendor may be liable for any costs, including consulting fees, incurred by M-DCPS required to insure compliance. This may include, but not necessarily be limited to, work performed by M-DCPS employees, other contractors, additional inspections, meetings, research, etc. The vendor shall be responsible for resolution or payment of any fines or fees levied by any agency having jurisdiction, if such fines or fees are assessed as a result of the vendor's failure to execute any of its responsibilities under this contract.
2. Deficiencies which cause equipment to be "red tagged" shall be corrected immediately. Red Tag means a document issued by a Licensed Elevator Inspector and attached to the elevator or conveyance system that the unit is unsafe for operation.

D. A management representative is required to attend a weekly meeting at the location and time determined by M-DCPS

E. Addition or Deletion of Sites and/or Equipment

During the term of this contract, M-DCPS may, at its sole discretion, add or delete sites and/or equipment from this contract. The vendor will be notified of any changes to the site/equipment given in these specifications.

Should a site/equipment be eliminated/demolished, the vendor shall not invoice, nor shall the District continue payments for that site/equipment

Should a new site/equipment be added to this contract, the vendor shall be initially notified verbally, confirmed as soon as practical in writing, and shall be expected to immediately perform all required services. The fee for the added site/equipment will be based upon similar equipment already under contract. In the event that no similar equipment exists under this contract, the vendor shall provide a quote or proposal to incorporate the new equipment into this contract. The proposed monthly fee shall be mutually agreed to by the vendor and M-DCPS.

The vendor shall visit the new site/equipment being added to inspect and become fully acquainted with the site/equipment being added. A "Work Performance Form" must be completed and returned to M-DCPS within five (5) days of notification. If there are any

violations/deficiencies at the new site/equipment and they are not reported within the five (5) day period the vendor may be responsible for the repairs.

- F. The vendor shall maintain, or have immediate access to, all necessary repair parts, materials, test equipment, wiring diagrams, software, programming equipment and personnel with the necessary expertise needed to meet the requirements of this contract.

## **2.5 EMERGENCY RESPONSE**

Where an emergency is deemed to exist by the M-DCPS Authorized Representative, the vendor will be required to respond on a verbal notice to proceed issued by Procurement Management Services or the Maintenance Operations authorized representative, when a safety-to-life emergency occurs before or after Procurement Management Services normal work hours; 8:00 a.m. to 4:30 p.m., Monday through Friday, during school recess periods, Saturdays and/or Sundays, and School Board authorized holidays or legal holidays. This response **must** result in the arrival of a work crew at the affected site **within two (2) hours** of such notification. Failure to respond in a timely manner to emergency requests may constitute grounds for termination of this award.

## **2.6 PARTS AND MATERIALS TO BE FURNISHED BY VENDOR**

- A. The vendor shall furnish all lubricants, hydraulic fluid, cleaning supplies, and tools necessary to perform the work herein described. All lubricants shall be those recommended by the manufacturer of the equipment.
- B. The vendor shall repair, or replace when necessary, all parts and components, irrespective of their operational condition, proprietary nature or degree of obsolescence. These parts and components include, but are not necessarily limited to, all machines, hydraulic pumps, motors, motor generators, wire ropes and cables, controllers, selectors, worms, gears, thrusts, windings, commutators, hydraulic pump v-belts and pulleys, packing and seals, hydraulic valve component and coils, circuits, magnetic frames, relays, conductors, controls fuses, cams, car door and hoistway door hangers, track and door guides, door operating devices, emergency car lighting, including batteries, fixtures and bulbs, fans, exhaust blowers, key switches, interlocks and contacts, car gates, safety devices, governors, pushbuttons, annunciators, hall lanterns and indicators, solid state boards, software, lamp replacement in signal systems, all elevator signal and pit lights, and accessory equipment, signage pertaining to the operation and control of elevators, including capacity plate, "Do Not Use In Case of Fire" (or similar) signs, instructions for Phase I and Phase II Fireman's Service, machine room door signs and any signs required by current code. Main elevator disconnect including wiring from the disconnect to the elevator controller and fuses. Emergency telephones, including wiring from the telephone to elevator controller, automatic dialer programming, and any accessories required for the proper operation of the emergency telephone.
- C. As part of the base bid, the vendor shall ensure that all emergency telephones are operational within sixty (60) days of contract award. Telephones which are missing or non-operational shall be repaired or replaced accordingly. The vendor shall certify each telephone's operational status within five (5) days from the end of the aforementioned sixty (60) day period.

D. Parts, Materials and Equipment:

1. All parts, materials and equipment supplied by the vendor in conjunction with this contract shall be new, warranted for their merchantability, fit for a particular purpose. In the event any of the materials supplied to M-DCPS by the vendor are found to be defective or do not conform to specification, M-DCPS reserves the right to;
  - a. cancel the order and return such materials to the vendor at the vendor's expense, or
  - b. require the vendor to replace the materials at the vendor's expense.
2. Replacement parts shall not be proprietary, shall not cause the elevator to perform outside OEM guidelines or standards, and shall not abrogate the U.L. Listing of the equipment.
3. Lubricants used shall be those recommended by manufacturer's engineering specifications and requirements.
4. M-DCPS may at times pay for upgrades that are necessary due to lack of availability to the vendor, for whatever reason, of any replacement part(s) at our discretion. The vendor shall provide the upgrade as part of this contract.

E. Elevator Key Switches and Keys:

The vendor is to provide all necessary key switches for the operation of elevator equipment (elevator equipment includes all elevators, wheelchair lifts and dumbwaiters). M-DCPS will compensate the elevator service provider \$75.00 for every new or replaced key switch. The elevator service provider is to return the defective key switch to receive payment.

F. The vendor is not responsible for the following:

1. Maintenance of cabs, including panels, floor, lighting tube and lamps, handrails, car doors panels, hoistway door panels, door frames, hoistway enclosures, underground piping and light fixtures, except emergency lighting and pit lights.
2. Repairs or replacements which are necessitated by reason of negligence on the part of M-DCPS, accidents, vandalism, lighting, water damage, natural disasters or power fluctuations that exceed the established guidelines of the utility commission.
  - a. All damages must be verified by the owner's visual inspection, or an OEM repair center, or an independent testing laboratory.

**2.7 EXECUTION - COMPETENCY**

The vendor shall be properly licensed to perform the work herein described. The vendor shall procure, at vendor's expense, all necessary licenses and permits and shall conform to all laws, codes, regulations and ordinances applicable to the performance of this contract. Vendor employees responding to emergency calls and performing inspections and/or maintenance, must be on the list of technicians issued by the vendor and approved by M-DCPS.

## **2.8 SHUT DOWNS**

- A. If, during operating hours, any equipment covered under this contract will be out of service longer than one (1) hour, as a result of the vendor's obligations under this contract the vendor shall furnish each location and the M-DCPS Authorized Representative with a written schedule of when service will be interrupted. Such an interruption shall be agreed to by the site administrator, and notification shall be made at least five (5) working days prior to that interruption.
- B. If elevator equipment should be out of service for a period of more than forty eight (48) hours, the vendor will provide a discount for that unit (equivalent to one maintenance service charge). This will not apply if the failure is due to negligence on the part of M-DCPS, accidents, vandalism "Acts of God", natural disasters, or if repair requiring more than 48 hours has been scheduled with, and approved in advance, by M-DCPS.
- C. If elevator equipment should be out of service for a period of more than seventy two (72) hours, M-DCPS, at its sole discretion, may effect an appropriate remedy by whatever means it chooses, and the cost of such shall be borne by the vendor.

## **2.9 CALL BACK SERVICE**

- A. Call Backs are defined as any interruption of the normal operation of the elevators, any condition deemed unsafe, or red tagging of a contracted elevator by a certified inspecting authority.
- B. Prompt Call Back service shall be provided within two (2) hours in response to requests by telephone unless otherwise directed by the M-DCPS Authorized Representative, or designee. In case of a shut down or if emergency trouble should develop between regular examinations, this callback service shall be rendered at any hour of any day of the week as requested at no extra cost to M-DCPS. Units running on arrival are not billable and shall be inspected for proper operation.
- C. In any given month, if the vendor does not respond to a Call Backs within an average of two (2) hour per call the vendor will provide a discount of 5% of the bi-monthly invoice for service. If this happens in two consecutive months the vendor will provide a discount of 10% of the bi-monthly invoice for service.
- D. All Call Back must be addressed the day of the call. There shall be no carry over unless approved by M-DCPS Authorized Representative. Vendor shall discount the bi-monthly invoice for service a \$100.00 for each call not addressed the same day without prior approval.

## **2.10 CHECKING IN AT SCHOOLS/SITES**

The vendor's representatives and service personnel shall have appropriate identification, and upon arrival and departure at the job site, shall always check in and out with the main office. A Work Performance Form, as described in Exhibit 9, shall be completed indicating time on job, elevator serviced or repaired, actual services performed, and type of inspection. The vendor's representative will leave a completed and signed copy of the Work Performance Form with the Zone Mechanic, or if not available, the site administrator.

## **2.11 DOCUMENTATION**

- A. The vendor shall maintain a complete, orderly, and a chronological file, including drawings, complete parts lists, and copies of all reports as required by these specifications.
- B. A record of all call backs and repairs shall be kept by the vendor, indicating the complaint, description of the malfunction and the corrective measures taken to remedy the malfunction. This file shall be available for inspection upon request.

## **2.12 VENDOR PERFORMANCE AT M-DCPS SITES**

All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Vendor staff without proper identification shall not be permitted to work on M-DCPS property, refer to Section 1.28 Background Screening Requirements.

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

Vendor, its employees and/or assigns shall not use M-DCPS restrooms, cafeteria, lounges, dumpsters, equipment, etc. without permission prior to commencement of the project from the M-DCPS authorized representative. Vendor, its employees and/or assigns shall never use student restrooms or cafeteria while school and after-school activities are in session.

Vendor shall assure that no use of any controlled substance, including alcohol shall occur on M-DCPS premises by the vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid.

Vendor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.

## **2.13 TESTS AND INSPECTIONS**

- A. Equipment covered by this contract and specifications shall be maintained in satisfactory and safe operating conditions at all times, and shall be capable of providing its initial maximum performances, capacities, and speeds. M-DCPS reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled.
- B. The vendor shall conduct all safety tests and inspections required by current elevator codes, including five (5) year full-load safety tests, annual safety test for geared elevators and annual pressure tests for hydraulic elevators.

- C. M-DCPS will pay for the initial annual inspection per unit. If the vendor notifies M-DCPS that all the deficiencies are corrected and they have not been corrected, the elevator service provider is responsible for subsequent inspections.
- D. Vendor shall place all certificates in the elevators within 60 days of receipt of the certificate. If the vendor fails to place the certificate in the elevator within the allotted time the vendor may be responsible for providing a discount for that unit (equivalent to one maintenance service charge).

#### **2.14 DAILY REPORT FOR CALL BACK SERVICE AND VIOLATIONS**

- A. Vendor shall provide two daily reports, one in the morning and one in the afternoon, Monday through Friday of the status of all elevator call backs and violations reported by the QEI. Report shall be in Excel and shall include the following information: Status, Work order number, Date, School name, School address, Elevator location, Reason for call, Caller's name, Caller's phone number, Time call received, Time call dispatched, Time tech arrived, Time tech left, Tech's name, Resolution, Status: Open or Closed, Follow-up notes. The report shall be tabbed by month and all uncompleted jobs carried over to the next month until completed. The report shall be provided by email to designated M-DCPS employees.

#### **2.15 ADDITIONAL SERVICES/MISCELLANEOUS PARTS**

Additional services may be used at the discretion of M-DCPS to modernize, install and/or alter elevator systems in any of its facilities, and/or perform work not covered by the base bid, as described in Sections 2.4 and 2.6F. Additional services shall be addressed as follows.

- A. The vendor shall note its labor rate on the bid proposal form.
- B. The vendor shall note on the bid proposal form a percentage mark-up on the supplier invoice or quote for all parts and materials. The vendor may be required to supply such information with each invoice or A&B form. Upon request, and at no cost to M-DCPS, the vendor shall provide M-DCPS with an original or true copy, of the manufacturer's parts list.
- C. The vendor shall notify the M-DCPS Authorized Representative, in writing, of any repairs or repair parts not required to be furnished under the contract.
- D. For any additional services, the vendor shall provide M-DCPS, in the form of a proposal, a complete description of the work to be performed, labor hours and parts list. M-DCPS reserves the right to establish or alter the form of the proposal at any time during the term of this contract.
- E. If requested, parts replaced under this contract provision must be returned to the M-DCPS Authorized Representative.
- F. The M-DCPS Authorized representative may request supply and/or installation of miscellaneous parts which are not covered in the base bid. These parts, identified in the Bid Proposal Form, shall be supplied and/or installed and shall be compensated at the

price entered in the Price Proposal Form. Note: Miscellaneous parts not specifically listed shall be compensated as stipulated in Paragraphs 2.15, A-F, above.

## **2.16 PERFORMANCE LEVELS**

The following are performance levels, which are a part of the original design and which shall be maintained at all times.

- A. Contract speed of all elevators shall be maintained and brake flight times shall be those of original field adjusted state.
- B. Leveling accuracy of all elevators shall be maintained at all times within manufacturer's design tolerance.
- C. Opening and closing times of all hoistway and car doors shall be maintained within limits of ASME A17.1, yet assuring minimum standing time at each floor.
- D. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray and detector type devices shall be operable at all times under normal operation.
- E. Variable car and hall door hold open times shall be maintained in accordance with original field adjusted specifications and as may be required by ADA.
- F. Elevators shall operate at all times in accordance with design specifications of the manufacturer. The successful bidder shall be required to periodically test and submit test data indicating performance levels of the system; and proof that variable and fixed features are operating properly, and all circuits and time settings are properly adjusted.
- G. The Vendor shall maintain all elevators under this contract in first-class operating condition to comply with all requirements of the current applicable Safety Code for Elevators, Wheelchair Lift, and/or Dumbwaiters.

## **2.17 CLEANING, LUBRICATION, ADJUSTMENT, AND INSPECTION SERVICES**

When, and as required, motors, generators, controllers, relay panels, selectors, leveling devices, operating devices, switches on car and in hoistway, hoistway door and car door or gate operating device, interlocks and contacts, guide grooves in hoistway and car door stills, hangers for all doors and car doors or gates, signal, signal system, car safety device, governors, tension frames and sheaves in pit shall be cleaned, lubricated, and adjusted. Hoist motor and generator brushes shall be checked for wear at least every two weeks. Accumulated carbon dust shall be removed from commutators, brush rings and windings at the same time. In addition, the same services shall be provided for all controls, operating valves in machine rooms and pits, pumps, belts, and elevator fans furnished for hydraulic elevators under this contract.

### **A. CLEANING SERVICES**

Guide rails, overhead sheaves and beams, counterweight frames, tops of cars, bottom of platforms and machine room floors shall be brushed cleaned at least quarterly. All accumulated rubbish shall be removed from the pits, including any oil and water. A complete cleaning of the entire installation, including all hoistway walls, supporting structures, etc.,

shall be accomplished once a year. Necessary cleaning supplies, vacuum cleaner, etc., shall be furnished by the vendor. The vendor is also responsible for removing any hydraulic oil leakage from the machine room/pit as appropriate.

#### B. LUBRICATION SERVICES

All sheave, machine and motor bearings and hoisting ropes shall be lubricated. Machine stuffing box and bearings on motor operated brakes shall be repacked and gear cases and guide lubricators shall be refilled when required. Hydraulic fluid sufficient to maintain required operating levels shall be furnished on all hydraulic elevators.

#### C. ADJUSTMENT SERVICES

All hoisting ropes shall be examined, lubricated as necessary, and have the tension equalized whenever necessary to ensure maintenance of adequate safety factors. All hoisting ropes and governor ropes shall be renewed if required. The exterior of the machinery and any other parts of the equipment, subject to rust, shall be kept properly painted and presentable at all times. Elevator rails shall be kept free of rust where roller guides are used; guide shoe rollers and gibs shall be renewed as required to insure smooth and satisfactory operation. All electrical wiring and conductors extending to elevators and from outlets in the hoistway shall be repaired and/or replaced when required.

#### D. INSPECTIONS

The vendor will ensure that all contracted elevators are inspected and serviced in accordance with the minimum inspection and frequency standards of ASME A17.1 and A18.1.

#### E. SCHEDULE FOR ELEVATOR, WHEELCHAIR LIFT AND DUMB WAITER SERVICE

1. Approximately 90% of our Elevators, Wheelchair Lifts and Dumbwaiters located in Miami Dade County will require bi-monthly maintenance service.
2. 10% of our Elevators, Wheelchair Lifts and Dumbwaiters will require Monthly Maintenance and are identified in the Price Proposal Form.
3. If an elevator, wheelchair lift or dumbwaiter has more than three (3) call backs in any 30 day period, the vendor shall be required to perform a monthly service until the unit operates for a period of 60 days trouble free at no additional cost to M-DCPS.

#### F. MINIMUM FREQUENCY SCHEDULE FOR CABLE TYPE ELEVATORS

1. Minimum schedule checks to include, but not be limited to the following:
  - a. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
  - b. Inspect and wipe clean all motors, machines, and generators.
  - c. Inspect controllers, selectors, selector drives, and governors.

- d. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley if necessary.
  - e. Inspect working parts of all governors for free operation.
  - f. Inspect door monitoring equipment and safety edge unit. Clean, lubricate, adjust, or repair as necessary.
  - g. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
  - h. Wipe clean all motor, generator, and exciter commutators. Clean and check brushes and brush holders. Renew or reset brushes if necessary.
  - i. Clean and lubricate direction and acceleration switches.
  - j. Clean and vacuum control motors and M.G. sets.
  - k. Lubricate selector drive screws and guides and clean contacts if necessary.
  - l. Inspect drive and secondary sheaves, clean if required.
  - m. Examine machine gear teeth for cutting or noise.
  - n. Thoroughly examine and clean starter and control panels.
2. Minimum quarterly checks to include, but not be limited to the following:
- a. Lubricate drive arm rollers.
  - b. Lubricate hoist ropes and compensating ropes.
  - c. Check safety edge and other door reversal devices.
  - d. Check hall buttons.
3. Minimum annual checks to include, but not be limited to the following:
- a. Drain gear oil, seal any oil leaks, examine gear teeth, repair or replace as needed and refill with fresh oil.
  - b. Remove, car station cover, blow out, clean, or lubricate switches and buttons.
  - c. Blow out and vacuum controller, motors and MG sets.
  - d. Service machine brakes, including disassembly, cleaning, replacement of worn components, reassemble and readjustment.
  - e. Examine car and counterweight hoist ropes and governor ropes for wear and condition, re-rope if necessary.

- f. Clean rails, hatch walls, car top, pit, and overhead sheaves and beams. Check bracket bolt for tightness.
- g. Examine all moving parts of governor and safety for free operation. Clean and adjust. Perform actual test of safety in accordance with code requirements.

#### G. MINIMUM FREQUENCY SCHEDULE FOR HYDRAULIC TYPE ELEVATORS

- 1. Minimum schedule checks to include, but not be limited to the following:
  - a. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
  - b. Inspect and wipe clean all motors, and machines.
  - c. Inspect controllers, selectors, and selector drives.
  - d. Check safety edge and other door reversal equipment.
  - e. Clean, lubricate adjust or repair as necessary.
  - f. Clean machine room.
  - g. Maintain oil level as indicated on gauge located in top of tank cover.
  - h. Lubricate gate operator or cam device.
  - i. Lubricate hanger rollers as needed.
  - j. Inspect and lubricate all bushings.
  - k. Clean hoistway.
  - l. Inspect and lubricate hangers, tracks, and closures.
  - m. Clean the pit.
  - n. Check drip can at jack head and note any leakage. Replace seal if needed.
  - o. Check jack and packing. Replace if needed.
  - p. Check car operating panel.
  - q. Check car position indicators.
  - r. Check Hall Lantern-Position Indicators.
  - s. Check emergency car lighting.

2. Minimum quarterly checks include, but not be limited to:
  - a. Inspect pump, motor, and belts. Replace if necessary.
  - b. Clean and adjust oil hydraulic valves.
  - c. Clean and adjust silencer and strainers.
  - d. Clean and adjust motor starters and overloads.
  - e. Inspect, clean, and adjust or replace all relays, resistors, condensers, timers, fuses, transformers, and rectifiers.
  - f. Renew gibs or rollers when necessary.
  - g. Lubricate sliding guide shoes.
  - h. Examine and lubricate leveling switches.
  - i. Examine and lubricate gate and door contacts.
  - j. Check retiring cam operation and make necessary adjustments or corrections.
  - k. Examine and lubricate door operator when necessary.
  - l. Examine and lubricate motors, belts, limit switches, hangers, and gear unit. Oil and check clutch.
  - m. Perform electrical test to door interlock circuits.
  - n. Examine and adjust up limits and cam.
  - o. Clean, examine, and adjust stopping magnets.
  - p. Clean and lubricate travel cable and junction box.
  - q. Lubricate hoistway doors.
  - r. Clean, examine, and lubricate bottom guide shoes.
  - s. Check hall button for proper operation.
  - t. Check safety edge and other door reversal equipment.
  - u. Lubricate drive arm rollers.
3. Minimum annual checks to include, but not limited to the following:
  - a. Remove car station cover, blow out, clean and/or lubricate all switches and buttons.

- b. Clean rails, hatch walls, car top, pit overhead sheaves and beams. Check bracket bolts for tightness and replace if necessary.
- c. All pressure tests must be current. Within 60 days of award, vendor is to provide the date of the last pressure test. Overdue tests must be handled as emergencies.

#### H. MINIMUM FREQUENCY SCHEDULE FOR WHEELCHAIR LIFTS

It is the responsibility of the vendor to obtain and execute manufacturers' maintenance requirements, recommendations and specifications for each type and model of lift included in M-DCPS's contract with the vendor.

1. Minimum schedule checks to include, but not be limited to the following:
  - a. Ride or operate each lift. Observe travel to each landing.
  - b. Check operation of landing components, doors, gates, ramps and operating stations, including: emergency operating devices and signals.
  - c. Inspect leveling accuracy, operation and ride.
  - d. Follow manufacturer's recommendations for any monthly replacement, adjustment, lubrication or other maintenance requirements.
  - e. Inspect and clean motors, machine and pumps.
  - f. Inspect controller selectors, chains, pistons, hoses, brakes, safeties.
  - g. Clean, lubricate, adjust or repair as necessary to render the lift fully operational within manufacturer's specifications.
2. Semi-annual schedule checks to include, but not be limited to the following:
  - a. Tighten all fastening anchors.
  - b. Inspect ramp operation for proper actuation. Adjust ramp actuator bolt and ramp spring as necessary.
  - c. Lubricate ramp linkage and hinges with lightweight oil.
  - d. Adjust speed of door closure. Lubricate door hinges.
  - e. Lubricate ball screw shaft with all-purpose oil. All outside units MUST BE lubricated every three (3) months.
  - f. Lubricate inside edge of housing columns, where carriage guide pads run, with a light coat of grease.
  - g. Tighten and lubricate drive belt (1/4" free play is standard).
  - h. Inspect brake pad for wear. Replace pad and or spring as required.

i. Check all platform carriage guide pads for wear. Adjust the pads as necessary.  
Note: All pads should be equally tightened from right to left. Pads must still be able to rotate when properly tensioned.

j. Inspect all travel cables for wear. Replace as necessary.

k. Check brake solenoid gap for proper setting. Adjust as required.  
Note: Plunger must pull in all the way when energized.

l. Test limit switches and adjust if necessary.

m. Test final limit switch.

n. Test top cap safety switch. The unit should not turn with top housing cap off.

o. Test all underside panel safety switches. When depressed, platform should stop its downward movement. However, platform should still be able to reverse its travel and move upward when the top call button is activated.

p. Check call/send control operation at both landings.

q. Check for excessive noise and vibration.

r. If equipped, check the operation of the emergency alarm and stop switch.

s. Lubricate upper and lower ball screw shaft bearings with lightweight oil.

t. Check interlock switches for proper operation. Door switch should stop unit any time door is left open. Latch switch holding latch up after 2" of movement from landing should stop unit.

u. If supplied, check ramp switch for proper operation. The unit should shut down if ramp does not fold up into its guard position with 6" of movement from the landing. If not, adjust or replace switch as necessary. Note: Switch is not provided if platform contains a gate.

v. Repaint all parts scratched or chipped immediately with touch-up paint. Note: Areas left untreated, will rust.

3. Follow the manufacturer's recommended maintenance schedule and testing procedures for lifts of similar or different design.

4. Perform all safety tests required by the manufacturer, State of Florida, Miami-Dade County and ASME A18.1.

#### I. TELEPHONES AND ALARM BELLS

1. Alarm bells are to be tested on every visit. As part of the base bid, non-functional alarm bells are to be repaired or replaced immediately.

2. Telephones are to be tested on every visit. As part of the base bid, non-functional instruments shall be repaired or replaced immediately
3. The operational status of the telephones and alarm bells are to be entered on the Work Performance Form. If, for any reason, a non-functioning telephone or alarm bell cannot be repaired or replaced within one working day, the M-DCPS Authorized Representative shall be notified via E-mail or FAX within one work day of discovering the bell or instrument's non-functioning status.

## **2.18 CLEAN UP AND PROTECTION**

- A. Provide and maintain temporary protection of the existing equipment and/or structure not included in this contract. The vendor will take any and all necessary steps to assure the protection of occupants of the building while the vendor is on-site and will not leave the work-site without first securing the work area and eliminating any hazardous condition resulting from the vendor's activities. Do not obstruct passageways or other means of egress.
- B. The vendor shall leave the work area ready for use and occupancy without the need of further cleaning of any kind.
- C. The vendor shall remove all tools, equipment, and material from the premises as soon as possible upon completion of the work.
- D. All systems worked on by the vendor shall be turned over in operable condition to M-DCPS in compliance with all state and federal codes having jurisdiction.

## **2.19 STOPPAGE OF WORK**

M-DCPS reserves the right to stop work on any project, if deemed necessary by authorized M-DCPS authorized representative or Inspector, if:

- a. Materials or work are not in conformance with the specifications, applicable codes, standards or accepted practices;
- b. The vendor's activities result in damage to School Board Property;
- c. The vendor's activities interfere with the normal operation of the facility or its program; and
- d. 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 School Board if allowed to persist.

## **2.20 TERMINATION AND REMEDY**

- A. M-DCPS reserves the right to terminate, without cause, any work awarded under this contract, or to cancel this contract in its entirety, upon thirty (30) days written notice to the vendor.

- B. In the event that the vendor fails to perform the required maintenance or any other services in a satisfactory manner and in compliance with the terms and conditions of this contract, M-DCPS shall notify the vendor, in writing, of the deficiencies, and a specific time frame for correction of such deficiencies. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being borne by the vendor.
- C. Failure to perform any the services required under this contract may result in a recommendation for termination.
- D. M-DCPS may withhold the final one- sixth (1/6) of the value of the contract at the end of the contract period. Final payment to the vendor shall be contingent upon the following conditions:
  - 1. Prior to the expiration of the contract, the vendor shall ensure that all failed inspections of the work and noted deficiencies are corrected.
  - 2. If the vendor fails to effect an acceptable remedy within the stated time, M-DCPS, at its sole discretion, may effect an appropriate remedy by whatever means it chooses, and the cost of such shall be borne by the vendor.
  - 3. The vendor's liability shall not limited to the one-sixth (1/6) of the value of the contract withheld, if the costs incurred by M-DCPS to remedy the vendor's deficiencies exceed that amount.
  - 4. Only after deficiencies have been corrected, inspected and certificates issued will the final payment of the one-sixth (1/6) value of the contract withheld be paid to the vendor, less the costs incurred by M-DCPS to remedy any deficiencies.

## **2.21 PRICE ADJUSTMENTS**

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices during the extension period. Therefore the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market.

- 1. All requests for price adjustments must be submitted in writing to Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product(s) affected, letters from the manufacturer/producer of the product(s), Producer Price Indexes (PPI) published by the U.S. Department of Labor, and any other documentation supporting a request for price adjustment. The price adjustment shall not exceed the producer price index as reported by the Department of Labor.
- 2. Price adjustments may be made at each of the one (1) year extension periods, if any. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify any and all requests as deemed to be in the best interest of M-DCPS. Each price adjustment is reviewed and submitted to the awarded vendor(s) for approval. If mutually agreed upon, the price adjustment(s) shall be valid for the next one (1) year period unless the adjustment period is otherwise stated and approved by Procurement

Management Services at M-DCPS. Awarded vendor(s) who are granted price adjustments for the designated period must make these price adjustments valid for the entire designated period. M-DCPS reserves the right to approve requests for price adjustments or to disapprove and to secure new quotations.

## **2.22 WARRANTY**

Upon vendor completion and the acceptance by M-DCPS, all work (parts and labor) shall be warranted in writing for a minimum period of one (1) year. M-DCPS reserves the right to request extended warranties for workmanship, materials and/or equipment. The request for an extended warranty shall be included in the RFQ process. This warranty shall be provided to the School Board, in writing, at the time of final invoicing.

Vendor 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, the vendor shall remedy any defects, and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice. Vendor(s) who fail to cure warranty repairs during or after the expiration of this contract, shall be subject to default and/or debarment as stated in Section 1.34.

Neither the final payment nor any provision in the contract documents shall relieve the vendor 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.

## **2.23 INVOICING**

- A. The M-DCPS site administrator's signature or designee (where service was provided) on the Work Performance Form, Exhibit 9, will acknowledge that services were performed and is required for each unit serviced.
- B. Any additional services must be invoiced in accordance with established labor rates and material costs as established in Section 2.15, Additional Services, and must be authorized by the M-DCPS Authorized Representative prior to initiating such repairs.
  1. M-DCPS shall be invoiced only for actual parts installed and labor hours worked. The District will not pay for travel time, waste or materials in excess of those required for the work.
  2. Invoices for Additional Services shall be accompanied by appropriate documentation, including pictures, which must have the signature of a site based M-DCPS employee, indicating days and hours worked by the vendor's personnel and a copy of the inspection, if applicable.
- C. Original invoices shall be mailed or delivered to:
  1. Miami Dade County Public Schools  
Facilities Operations, Maintenance  
12525 N.W. 28 Avenue  
Miami, Florida 33167

Attn: Elevator Contract Administrator

2. Invoices must be accompanied by a completed Work Performance Form for each unit serviced. This form must have the signature of a site based M-DCPS employee in order to be processed. A spreadsheet indicating which units visited must also accompany the invoice. All Work Performance Form must be in alphabetical order matching the spreadsheet.
- D. All invoices for services as described in Section 2.4 shall be submitted for payment on a bi-monthly basis, excepting those for additional services, which may be submitted upon completion of the work.
  - E. If the vendor fails to provide the required monthly or bi-monthly maintenance service for any unit, the vendor shall not be entitled to the maintenance service fee for the effected unit(s).
  - F. The vendor acknowledges and agrees that M-DCPS procedures require submission of proper and accurate invoices prior to issuance of payment. The vendor shall be notified of improper or incorrect invoices within ten (10) calendar days of receipt of such invoices by M-DCPS. Following this notification, the vendor shall revise the invoice(s) accordingly and shall resubmit. The vendor acknowledges and agrees that payment for correct and proper invoices shall be due within fifty (50) working days of receipt.

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**2.24 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER**

In no more than five (5) pages, the Bidder must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. At the time of bidding, and throughout the life of this contract, the vendor shall be qualified as a Registered Elevator Company pursuant to Chapter 399.01 of the Florida Statutes. A copy of the vendor's current registration issued by the State of Florida shall be submitted with the bid proposal.		
c. Provide a minimum of three (3) references of similar work performed, refer to Exhibit 5.		
d. Vendors shall have an established business with a minimum of three (3) years experience. Vendors shall provide proof of their experience in their bid by submitting a work history <b>or</b> The principals of the Bidder must submit evidence, acceptable to M-DCPS, of formerly having been key management personnel or principal of another firm, with fifteen (15) years experience in the industry.		
a. 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).		
b. The vendor must submit a list of technicians that will be performing services for M-DCPS, along with a copy of each technician's Elevator Certificate of Competency issued pursuant to Chapter 399.01 of the Florida Statutes. Technicians not so certified shall not work on M-DCPS equipment.		
c. Provide a list of emergency contact numbers. The vendor shall maintain offices, facilities, and personnel within the State of Florida. The vendor shall be accessible by a local telephone call (toll free from Miami-Dade County) during regular business hours. Local answering service for emergencies shall be available twenty-four (24) hours a day, seven (7) days per week. National Call Centers will not be acceptable.		

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**SECTION 3.0 - PRICE PROPOSAL**

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

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

Bidder must complete this section in its entirety, and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this ITB.

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 requested in units of quantity specified in the Bid's Price Proposal List, Exhibit 8. 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.

**Please note that prices quoted may not include sales tax, as The School Board of Miami-Dade County, Florida, is a non-profit organization and as such does not pay sales tax on any materials, equipment, services, etc.**

The Bidder(s) 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 goods 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.

**The Bidder must complete and submit Exhibit 8, Price Proposal List as part of the Proposal. Exhibit 8 shall also be included in the electronic proposal version, in the provided Excel format, for ease of evaluation.**

**For this Section 3.0 – PRICE PROPOSAL:**

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

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

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

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

## SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

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

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

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

### 4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

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

2) Table of Contents

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

3) Executive Summary

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

4) Technical Qualifications

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

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

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

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
Exhibit 8	Price Proposal List

**4.2 PROPOSAL PREPARATION REQUIREMENT**

- (1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick.**
- (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: Vanessa Flores, CPSM, C.P.M.</u> <u>Buyer</u> School Board Administration Building 1450 N.E. 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-14-038-VF ITB Title: Elevator Services Contract Proposal Due Date: Tuesday, September 22, 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. Please note, Procurement staff may apply scoring incentives for all registered SBE/MBE vendors and/or vendors claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

### 5.3 PRICE PROPOSAL

A completed price proposal list is not 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**.

### 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	Price Proposal List
Exhibit 9	Work Performance Form

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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 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.

<b>NAME</b>	<b>LIST OF POSITIONS</b>	<b>DATES EMPLOYEE HELD POSITION</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

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

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

**Exhibit 8  
Price Proposal Form**

*Please refer to attachment included in Excel format on the separate file.*

**Exhibit 9**

**WORK PERFORMANCE FORM**

Provide all appropriate information requested on the Work Performance Form. An original completed copy of this form shall accompany the invoice for services.

Vendor \_\_\_\_\_ Date: \_\_\_\_\_

Facility: \_\_\_\_\_ Time arrived on site: \_\_\_\_\_

State Serial #: \_\_\_\_\_ Time departed site: \_\_\_\_\_

Type of Inspection: \_\_\_\_\_ Last Pressure Test Date: \_\_\_\_\_

	Yes	No	Date Corrected
1. Elevator Certificate Posted and Current?	_____	_____	_____
2. Telephone Tested and Operational?	_____	_____	_____
3. If not Operational, is it a Line Problem?	_____	_____	_____
4. Alarm Bell Operation?	_____	_____	_____
5. Emergency Light Operational?	_____	_____	_____
6. Fire Service Operational?	_____	_____	_____
7. Fire Extinguisher Charged and Up to Date?	_____	_____	_____
8. Cab Lights Working?	_____	_____	_____
9. Machine Room Lights Working?	_____	_____	_____
10. Maintenance Log in Machine Room?	_____	_____	_____
11. Wiring Diagram in Machine Room?	_____	_____	_____
12. Is the Key Switch Operating Properly? (ALL FLOORS)	_____	_____	_____
13. Was all maintenance and service work completed per the contract?	_____	_____	_____

Please select what type of unit you are servicing:

Hydraulic: \_\_\_\_\_ Traction: \_\_\_\_\_ Wheelchair Lifts: \_\_\_\_\_

FREQUENCY: Systematic Service  Quarterly  Annual

Comments and/or other inspections or repairs: \_\_\_\_\_

\_\_\_\_\_

Tech's name (print): \_\_\_\_\_ MDCPS Employee (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Signature: \_\_\_\_\_