



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

SEALED BID NO: ITB-18-040-MJ

TITLE: Chiller Service contract

DESCRIPTION: The purpose of this Invitation to Bid is to establish a contract to furnish all necessary labor, transportation, materials, and equipment required to test, service, inspect, repair, and maintain chillers at the listed locations throughout Miami-Dade County Public Schools.

TERMS: Three (3) year initial term, with two (2) one (1) year options to renew

ITB RELEASE DATE: Tuesday, February 26, 2019

PRE-BIDDERS CONFERENCE DATE/TIME: Tuesday, March 12, 2019, at 11 a.m. EST

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

DEADLINE FOR QUESTIONS: Tuesday, March 12, 2019, at 5 p.m. EST

BID DUE DATE/TIME: Tuesday, April 2, 2019, at 2 p.m. EST

PUBLIC OPENING OF BIDS: Tuesday, April 2, 2019, at 2 p.m. EST

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

FOR INFORMATION CONTACT: Miranda James
Director, Procurement Management
Phone: (305) 995-1621
Fax: (305) 995-2307
Email: mjames@dadeschools.net

Visit our website at 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 provide a world class education for every student.

MISSION

To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

CORE VALUES

Excellence

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

Equity

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

Student Focus

We singularly focus on meeting our students’ needs and supporting them in fulfilling their potential.

Innovation

We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

Accountability

We accept responsibility for our successes and challenges and seek to transparently share our work in an ethical manner, as we strive towards continuous improvement.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking to solicit qualified vendors to furnish all necessary labor, transportation, materials, and equipment required to test, service, inspect, repair, and maintain chillers at the listed locations throughout Miami-Dade County Public Schools.

The selected bidders will be awarded a three (3) year agreement, with two (2) 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, February 26, 2019
Pre-Bid Conference date, time and place:	Tuesday, March 12, 2019 at 11 a.m. EST, Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Tuesday, March 12, 2019 No later than 5:00 p.m. (Local Time) Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of Bids:	Tuesday, April 2, 2019 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	June 19, 2019
Projected Contract start date:	June 19, 2019

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Miranda James Director, Procurement Management
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132

E-mail Address: mjames@dadeschools.net
Telephone: (305) 995-1621
Fax: (305) 995-2307

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/

1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Miranda James, Director, Procurement Management, at mjames@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 three (3) years with two (2) 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: Miranda James
1450 N.E. 2nd 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. If the individual subsequent RFQ is greater than \$200,000, please refer to The School Board of Miami-Dade County Bylaws & Policies, 6320 – PURCHASING, Performance and Payment Security, Default and Bonding Company Qualifications for bonding requirement.

1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

In Exhibit 9 of this solicitation, the sample certification documents have been included for your firm's review and completion.

All small/micro, minority/women and veteran certifications must be completed online using the following link: <http://oeo.dadeschools.net/certification.asp>

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement.

A current list of certified small, micro, veteran and minority/women firms can be found online at: <https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miam>

[idadeschools&XID=9602](http://miamidadeschools.com/XID=9602)

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: <http://miamidadeschools.diversitycompliance.com>. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at OEO@dadeschools.net for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

For more information on getting certified, please contact 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. Each bidder **MUST** submit Exhibit 8, Bid Receipt Form, which provides documentation of the submittal date and time.

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	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents

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 Procurement Management Services' website <http://procurement.dadeschools.net>, under

the tab, "Notice of Intended Action."

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: Dllopiz@dadeschools.net
celiarubio@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 Procurement Management Services' website no later than the Friday preceding a regularly scheduled Board meeting. The website address is as follows: <http://procurement.dadeschools.net>, under the tab of "Notice of Intended Action."

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 Proposer 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. Proposers that are

determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320.04, *Contractor Discipline*. 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, *Purchasing*.

1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

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

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

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

1.28 BACKGROUND SCREENING REQUIREMENTS

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

background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board policies prior to providing services to The School Board of Miami-Dade County, Florida.

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

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

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

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

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

1.29 COMPLIANCE WITH SCHOOL CODE

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

1.30 CONFLICT OF INTEREST

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

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

1.31 PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine 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 Board Policy 6320.04, *Contractor Discipline* – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.35 PURCHASES BY OTHER PUBLIC AGENCIES

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

1.36 NO GRATUITY POLICY

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

1.37 DAVIS-BACON ACT LABOR STANDARDS

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

1.38 INDEMNIFICATION

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

1.39 DUTY TO DEFEND

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

1.40 INSURANCE REQUIREMENTS

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

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

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

Part One: "Statutory"

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

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

B. General Liability Insurance

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

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

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

C. Automobile Liability Insurance

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

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

D. Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Company for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or

indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

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

E. Employee Dishonesty (Fidelity)

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

\$10,000,000 Each Occurrence

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

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

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

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

1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

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

1.42 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. When a solicitation is canceled prior to opening, a notice of

the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

1.43 TESTING AND PRODUCT EVALUATIONS

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

1.44 CHARTER SCHOOLS

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

1.45 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 *Commercial Anti-Discrimination, Diversity, and Inclusion*. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

1.46 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

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

1.47 INVOICING AND PAYMENTS

The Contractor shall submit invoices for payment reimbursement based on actual expenditures, no later than the 10th of the month following the month of services provided and/or items delivered. Payments will not be authorized until the District's designated staff has reviewed and approved a properly completed invoice with supporting documentation. Invoices shall be submitted to M-DCPS, Attn: Account Payable, 1450 NE 2nd Avenue, Suite 602, Miami, FL 33132, and with electronic copies to mdcpsvendorstatements@dadeschools.net referencing the applicable District issued purchase order (PO) number.

1.48 FINANCIAL CLOSEOUT

The Contractor shall submit the final invoice for payment to the District's Accounts Payable within forty-five (45) from the end of the Contract term. If the contractor fails to do so, all rights to payment may be forfeited and the District may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the resulting contract may be withheld until all reports and/or deliveries due from the Contractor and necessary adjustments thereto have been approved by District designated staff.

1.49 EXPANDING POOL OF VENDORS

Additional Bidders may be solicited prior to the anniversary of each extension period to the pool of eligible providers, at the discretion of the District. This will be posted on the District's Procurement and other governmental websites, for no less than ten (10) days. Subject to approval, additional Bidders' qualifications will be evaluated and approved in accordance with the initial terms of the ITB and added to the pool as they become eligible.

1.50 AMERICAN WITH DISABILITIES ACT IF APPLICABLE

Proposer agrees and warrants that its services and/or products comply with Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Proposer further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of the Proposer's failure to comply with this requirement.

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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 seeking to solicit qualified vendors to furnish all necessary labor, transportation, materials, and equipment required to test, service, inspect, repair, and maintain chillers at the listed locations throughout Miami-Dade County Public Schools.

In order to conduct new business under this bid, M-DCPS requires that the bidder(s) have a current vendor application on file. The information on the ITB and the vendor application must be consistent. Failure to comply with this condition may cause the Bidder(s) to not be awarded any new businesses. Vendor applications can be downloaded at: <http://procurement.dadeschools.net>.

The agreement between the successful proposer(s) and the Board will be non-exclusive. Furthermore, this ITB has a SBE/MBE/VBE participation goal of 5%, with a 5% local preference goal.

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

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

2.2 SCOPE OF WORK

- A. It is the intention of the Miami-Dade County Public Schools (M-DCPS) to establish firm, fixed prices for services as specified herein from a source(s) of supply that will give prompt and professional service. This shall be a Full Service Contract, as defined herein.

- B. Goods and services covered under this contract include the furnishing of all materials, tools, equipment, labor, services, permits, and licenses necessary for **FULL SERVICE** coverage, including, but not limited to the inspection, preventive maintenance (PM), emergency repair and routine repair of air conditioning chiller systems, related equipment and components. Also included but not limited to, the water treatment of the chilled water loop and the cooling tower(s), in accordance with specifications contained herein, Original Equipment Manufacturer (OEM) specifications and recommendations, industry standards, federal, state and local laws, rules and regulations.

2.3 EXPECTATIONS

- A. This Contract establishes that the vendor shall furnish all labor, material and equipment to institute a continuing and comprehensive program of inspections, preventive maintenance, routine repair, and emergency services.
- B. The vendor shall inspect, maintain, and service all chilled water systems, equipment, and components; and as conditions warrant, adjust, lubricate, clean, repair or replace parts necessary to keep the equipment in proper and safe operating condition in accordance with OEM specifications at frequencies stated herein.
- C. All work performed under this contract shall be inclusive of any and all premium time necessary to meet the terms and conditions of this contract. The vendor shall be required to respond, twenty-four (24) hours a day, seven (7) days a week, including holidays, at no additional cost to M-DCPS.
- D. None of the equipment covered under this contract is warranted in any way. The awarded vendor is solely responsible for all covered equipment from the date of award. The vendor shall be fully responsible for all of the air conditioning equipment "as is" covered under this contract as of the contract effective date.

2.4 VENDOR QUALIFICATIONS

- A. The vendor shall be an industrial Heating, Ventilating and Air Conditioning (HVAC) service company with experience in providing full air conditioning water chiller service.
- B. At the time of bidding, and throughout the term of this contract, the vendor shall hold and maintain an active valid certified license with The Department of Business and Professional Regulation of the State of Florida as a Mechanical or Class A Air Conditioning Contractor. Copies of the vendor's Florida State license, current Miami-Dade County Occupational License and DERM APCF permit to purchase refrigerant should be submitted with the bid proposal. Vendor can also be licensed in Dade County.
- C. The vendor's technicians shall be skilled workers holding a current Certificate of Competency as a Journeyman in the General Mechanical Category issued by Miami-Dade County or Broward Country. No other technicians shall work on M-DCPS Chillers or related components.

- D. The vendor's technicians shall be properly trained in refrigerant handling, recovery, and storage. Technicians shall have successfully completed the EPA Universal Refrigerant Transition and Recovery Certification Program and shall be so certified. The vendor should submit with the bid, copies of all technicians' EPA Universal Refrigerant Transition and Recovery Certification.
- E. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- F. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Policy 5530. Violations of this rule may result in termination of the contract.
- G. 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. Employees without proper identification shall not be permitted to work on M-DCPS property.
- H. The vendor's employees, subcontractors and its employees, and any other personnel, including material men 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.

2.5 VENDOR AVAILABILITY, COMMUNICATIONS AND VENDOR RESPONSE

- A. Vendor shall be available by a local or toll free telephone call in 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. An email address also shall be provided to all M-DCPS authorized representatives.
- B. The vendor shall make every effort to communicate with the authorized M-DCPS representative via e-mail, as often as needed, to keep M-DCPS fully updated on the status of any ongoing repairs, maintenance or service. The M-DCPS authorized representative may require daily status reports.
- C. Calls for service shall be initiated by the M-DCPS authorized representative or designee. Only the M-DCPS Authorized Representative or designee shall be authorized to request services under this contract. All requests for services under this contract shall be channeled through and received only from the appropriate Maintenance Service Center.
- D. The vendor shall respond upon oral or written notification, delivered by any means from the M-DCPS authorized representative or designee to any service request. This response must result in the arrival of a properly trained technician at the affected site within two (2) hours after notification 24 hours a day, 7 days a week, 365 days a year, in the case of an Emergency or Routine Service request. The vendor shall complete all repairs within the same day as arrival on-site. If repairs

are not completed within this time period, the vendor shall immediately notify the M-DCPS authorized representative, in writing, stating the reason for the delay and establish a completion date. Failure to comply shall be evidence of vendor negligence, and may result in penalties and sanctions, including, but not limited to termination of the contract.

- E. If M-DCPS implements a remote service workers application, it is the vendor's responsibility to incorporate any technology with their mobile devices or systems.

2.6 REFERENCES

- A. Florida Building Code (FBC)
- B. Underwriters Laboratories (UL)
- C. Chapter 489, Part I, Florida Statutes
- D. American Society for Testing and Material (ASTM)
- E. Occupational Safety and Health Act (OSHA)
- F. American Society of Heating, Refrigeration and Air-Conditioning Engineers Standards (ASHRAE).
- G. Department of Environmental Resource Management (DERM)
- H. Environmental Protection Agency (EPA)
- I. American Society for Nondestructive Testing (ASNT)
- J. M-DCPS Master Specifications Guidelines, Division 15, Mechanical.
- K. M-DCPS Master Specifications Guidelines, Division 16, Electrical.

2.7 ATTACHMENTS

- A. Attachment 1 – Maintenance Procedures
- B. Attachment 2 – Reports
- C. Attachment 2 – Water Treatment
- D. Attachment 4 – Tube Sheet Epoxy Coating

2.8 SITE INVESTIGATIONS

- A. The vendor should visit the facilities on this bid and inspect all equipment, to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor should make such investigations as appropriate, to fully

understand the difficulties and restrictions involved, while attending to the execution of the work with minimal disruption to the operations of the facility. The vendor should also thoroughly examine and be familiar with all the specifications of this contract.

- B. It is the responsibility of the vendor to examine the equipment prior to submittal of their bid. The bid price shall include monthly inspections, monthly water treatment service and all repairs necessary to bring all covered equipment up to OEM specifications and to keep the equipment in operating condition within OEM specifications throughout the life of this contract. Failure or omission of the vendor to examine any instructions or documents, or any of the required reference, or any part of the specifications, or to visit the facility 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 the 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. Information on the "Equipment Data Sheets" regarding any details or the omission of any details shall not negate or infringe on the prime objective of this contract, which is to have the air conditioning equipment at the specified facilities in operating condition, in accordance with OEM specifications. Only the best industrial practices are to prevail, and only materials and professional workmanship of the highest quality are to be used. It is required that the vendor update the "Equipment Data Sheets", by third month of each contract year and continue to update these sheets until the contract expires.

2.9 M-DCPS RESERVES THE RIGHT TO

- A. Replace and/or retrofit water chillers, cooling towers and related equipment covered under the terms of this contract. Any such action by M-DCPS shall not entitle the vendor to additional compensation for services required under this contract.
- B. Continue the existing contract with the current service vendor after successful installation and start-up of any new air conditioning equipment.
- C. Establish meetings with the vendor and any subcontractors to discuss their services. If such a meeting is called, vendor attendance is mandatory.
- D. Withhold payment for any services required by this contract which have not been rendered.
- E. Issue a purchase order for additional services.
- F. Withhold the final one-twelfth (1/12) 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:
- G. Prior to the expiration of the contract, M-DCPS may inspect all equipment serviced by the vendor under this contract and document any deficiencies.

- H. The vendor will be notified, in writing, of the deficiencies which have been identified and will be required to remedy the deficiencies at least ten (10) days prior to the end of this contract. Said remedy will be subject to M-DCPS inspection and approval.
- I. If the vendor fails to affect an acceptable remedy within the stated time, M-DCPS, at its sole discretion, may affect an appropriate remedy by whatever means it chooses, and the cost of such shall be borne by the vendor.
- J. The vendor's liability shall not limited to the one-twelfth (1/12) of the value of the contract withheld if the costs incurred by M-DCPS to remedy the vendor's deficiencies exceed that amount.
- K. Only after deficiencies have been corrected will the final payment of the one-twelfth (1/12) value of the contract withheld be paid to the vendor, less the costs incurred by M-DCPS to remedy any deficiencies.

2.10 UPGRADE, REPLACE, ADD OR DELETE FACILITIES AS FOLLOWS:

- A. During the term of this contract, M-DCPS may, at its sole discretion, replace or upgrade equipment at any facility. If the replacement or upgrade substantially reduces the liability to the vendor, the vendor is to provide a twenty percent (20%) reduction the monthly rate of service.
- B. The vendor agrees that facilities and/or water chiller equipment may be added to this contract. The fee for such additions will be based upon similar equipment already under a full service contract.
- C. During the term of this contract, M-DCPS may, at its sole discretion, delete any facility from the contract. Should a facility be deleted, the vendor will be given a thirty (30) day written notice of intent to delete a facility from the contract, and the fee for that facility will be deducted from future payments to the vendor.

2.11 SYSTEM FAILURE OR SHUTDOWN

- A. Should any of the vendor's activities through commission or omission, result in HVAC system failure, or shutdown of any part of the air conditioning system, the vendor is required to immediately inform the M-DCPS Authorized Representative and follow up with a written notice within 24 hours. The written notification shall state the reason the equipment is not in service, when repairs will be completed and the system back in full operation. The vendor shall make every effort to expedite the service and minimize the disruption (the cooling effectiveness) to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of air conditioning effect, including renting, connecting, bringing online and maintaining temporary equipment (chiller and/or cooling towers) within 48 hours of notification by M-DCPS. Permanent taps with valves and caps shall be installed when temporary equipment is required (if not already installed).

- B. If an immediate and unforeseen reduction in HVAC capacity or equipment failure unrelated to vendor maintenance or activities, and with an estimated down time of more than one day, M-DCPS may supply equipment, or request through the vendor, temporary rental equipment including chiller(s) or cooling tower(s). M-DCPS costs shall be limited to the rental companies direct charges without any vendor mark-up. The vendor shall be responsible for all labor and material costs to connect, bring online, maintaining, shut down and disconnect any temporary equipment. The vendor shall make every effort to expedite the service and minimize the disruption (the cooling effectiveness) to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of air conditioning effect. If the repair or replacement exceeds 90 days the vendor may be responsible for any temporary equipment cost including paying M-DCPS for the use of M-DCPS owned equipment.

2.12 SYSTEM CONDITION

- A. Any time services are provided, the vendor shall document the condition of the system and all performed services. These documents shall be provided with any submitted invoice. The vendor shall ensure that the HVAC systems are left in an operable condition after any routine or emergency service call.

2.13 INSPECTION AND/OR STOPPAGE OF WORK

- A. M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS Authorized Representative:
- B. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.
- C. The vendor's activities results in damage to M-DCPS Property.
- D. The vendor's activities interfere with the normal operation of the facility.
- E. Vendor's personnel are not properly licensed.
- F. 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 M-DCPS if allowed to persist.
- G. Inspection of Work:
 - 1. M-DCPS reserves the right to inspect the vendor's work at any time to assure compliance with all terms and conditions of the contract. All work will be inspected pursuant to applicable codes as referenced within this document.
 - 2. All deficiencies noted by an M-DCPS Authorized Representative will be submitted to the vendor for correction. Within thirty (30) calendar days after submission of deficiencies to the vendor, an inspection of the air conditioning water chiller system may be conducted to insure corrective action was taken. Should the deficiencies not be corrected, the vendor shall be liable for any cost incurred by M-DCPS to

insure correction. This may include, but not necessarily be limited to, additional inspections, repairs and meetings.

2.14 PERMITS

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

2.15 PERFORMANCE SECURITY

- A. Vendors shall not be required to submit performance security in order to be initially awarded a service contract under this solicitation. However, in the event that the value of an individual project meets the criteria specified in Florida Statute 255.05, and reflected by M-DCPS Board Policy, the vendor awarded the project shall provide performance security for that project in the amount and manner established in Board Policy 6320.

2.16 SUFFERANCE

- A. Failure by M-DCPS to invoke any of its rights under this contract shall not constitute a waiver of these rights nor prevent their exercise.
- B. Exercise of any sanction provided for in this contract shall not preclude M-DCPS from pursuing remedies available through law, rule or any other provision of this contract.

2.17 SUBCONTRACTING

- A. The awarded vendor shall be the primary service provider and shall perform all monthly inspections and repairs. Subcontracting for base services is not allowed.
- B. Any work or service to be performed by a subcontractor must have the prior approval of M-DCPS. M-DCPS reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the vendor to adjustment of bid prices. The vendor shall inform the M-DCPS Authorized Representative prior to scheduling any subcontractor's visit to any M-DCPS facility.
- C. Failure by the vendor to have a subcontractor approved by M-DCPS will not relieve the vendor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this contract.
- D. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor.
- E. All subcontractors shall meet the minimum requirements stated herein.

2.18 OMISSIONS FROM THE SPECIFICATIONS

- A. The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of this contract, which is to have the air conditioning equipment at the specified facilities in operating condition, in accordance with OEM specifications. Only the best industrial practices are to prevail, and only materials and professional workmanship of the highest quality are to be used. All interpretations of these specifications shall be made upon the basis of this understanding.

2.19 PARTS AND MATERIALS

- A. All replacements parts shall be subject to OEM specification. Non OEM materials parts and equipment require prior approval by the M-DCPS Authorized Representative. M-DCPS may, at its sole discretion, specify the parts and materials to be used to perform any work or service rendered under this contract. If requested, damaged or worn parts shall be submitted for inspection to the M-DCPS Authorized Representative.
- B. All parts and materials provided under this agreement shall be new or factory rebuilt, purchased from the OEM, free from defects, guaranteed suitable for the intended use and warranted for at least one (1) year. Non-OEM parts shall not be used, unless the vendor has prior approval from the M-DCPS Authorized Representative.
- C. The vendor at its own expense shall obtain parts in the most expeditious manner available, which includes overnight air shipping and special fast track ordering.

2.20 REFRIGERANT RECOVERY EQUIPMENT AND REFRIGERANT SUPPLY

- A. The vendor shall have a refrigerant recovery unit(s) and refrigerant storage tanks specifically manufactured and approved for this purpose. Tanks shall be large enough to hold the full refrigerant charge of any one chiller covered under this contract. Used refrigerant containers are not to be substituted for a refrigerant storage tank.
- B. At the request of the M-DCPS Authorized Representative, the vendor's recovery equipment shall be made available for inspection, either at the vendor's office or at the M-DCPS facility where refrigerant recovery will take place.
- C. The vendor shall assure that an adequate supply of refrigerant be available, at the vendor's expense, to maintain the water chillers fully charged throughout the term of the contract.
- D. The vendor is responsible for all refrigerant loss.

2.21 MANUALS

- A. The vendor shall maintain a copy of the manufacturer's OEM Installation, Operation and Maintenance Manuals in every chiller machine room.
- B. If requested, the vendor is to supply the M-DCPS Authorized Representative the OEM Installation, Operation and Maintenance Manuals at no additional cost.

2.22 INCLUDED SERVICES

- A. The vendor shall provide complete maintenance, service, repair, and/or replacement for all water chiller equipment, components, and controls. Also included are all motors, electrical wiring from up to thirty-six inches (36") from the point of connection of the equipment involved, water flow safety controls, vibration eliminators, check valves, cooling tower fan speed controls, lead-lag controls, auto start after power failure controls, all controls supplied with water chillers, pumps, cooling tower fans, air compressors, air dryers, disconnect switches, starters, solid state starters, contactors, relays, variable speed drives, breakers, fuses, thermometers, water softeners, refrigerant monitors and all pressure gauges.
- B. Inspections, routine and emergency repairs, preventive and annual maintenance shall be performed in strict accordance with the OEM's specifications, recommendations and schedules.
- C. The vendor, or its subcontractor, shall supply all chemicals, parts, materials, testing and labor required to maintain the water treatment system. The water treatment vendor shall fill out and sign the M-DCPS water treatment log sheet at the appropriate facility during each visit. (A log sheet will be located near the water treatment equipment at each facility).
- D. The vendor, or its subcontractor, shall supply, all labor, materials, testing and parts required for the repair and preventive maintenance of the specified equipment, including, but not limited to, all refrigerants, lubricants, chemicals, paints, belts, lamps, 'o' rings, bearings, and gaskets and other repair parts.
- E. Rewinding of motors, which shall be performed by a service center authorized by the motor's OEM and/or the M-DCPS Authorized Representative.
- F. Insulation removed shall be reinstalled in a manner consistent with manufacturer's instructions for application. Any insulation material, wrap or adhesives, suspected of containing asbestos shall be reported to M-DCPS for analysis.
- G. Paint shall be maintained where required to prevent deterioration of the equipment. Any rust on the chiller, cooling tower and structure, piping interior and exterior or in the machine room must be cleaned and painted to prevent further deterioration.
- H. The vendor shall:
 - 1. Inspect, test, maintain service, calibrate, repair or replace, as required, vibration eliminators, all shut-off valves, check valves, water softeners, and float valves within the condenser and chilled water loops in the water chiller room and cooling tower area. Domestic water make-up lines shall be maintained to the nearest shut off valve outside the covered equipment.
 - 2. Inspect, test, calibrate, repair or replace, as required, all thermometers and pressure gauges in the condenser and chilled water loop within the water chiller room.

3. Inspect, maintain, service, repair or replace, as required, all oil lines piping and hoses for cooling tower gear boxes.
 4. Inspect, test, maintain, service, calibrate, repair or replace, as required, all components for the pneumatic supply air system in the water chiller room and cooling tower area.
 5. Inspect, test, maintain, service, repair or replace, as required, all components of the chilled and condenser water pumps including check valves and vibration eliminators.
 6. Inspect, test, maintain, service, repair or replace, as required, cooling tower fan motors, coupling, shafts, fan blades, belts, pulleys, bearings, gear boxes, cooling tower water makeup float valves.
 7. Inspect, test, maintain, service, repair or replace, as required, the chilled water make up pressure regulator or float valve, water pressure safety relief valve, back flow check valve, bypass quick fill water valve, vent valves, strainers, gauges, sight glasses and expansion tank.
- I. On a monthly basis, the vendor shall inspect the structural components of the cooling tower and chiller installation for corrosion and or structural deficiencies and shall report any identified deficiencies or defects to the M-DCPS Authorized Representative.
 - J. Permanent taps with valves and caps are to be added when a temporary chiller or cooling tower is required.

2.23 EXCLUDED SERVICES

- A. Repairs or replacements which are necessitated by documented and verifiable lightning event, vandalism, external forces, or other natural disasters such as flood, hurricane. Normal power fluctuations or failures are not considered to be external forces.
- B. Maintenance and repair of controls which are part of the Energy Management System. Should the vendor identify any deficiencies of these controls, the vendor shall immediately notify the M-DCPS Authorized Representative, and the Department of Energy Management at 305-995-1550.
- C. Removal of material containing asbestos. If any material is suspected of containing asbestos, the vendor shall not disturb the suspected material, and shall immediately notify the M-DCPS Authorized Representative.

2.24 ADDITIONAL SERVICES

- A. Additional services may be authorized at the discretion of the M-DCPS Authorized Representative for work not covered by the base bid. The additional services may be performed at any M-DCPS site.

- B. The vendor may be asked to provide a quote for additional services to any existing air handling units, unit ventilators, fan coil units, water pumps, cooling towers, piping, insulation, valves, pneumatic controls, electronic controls, miscellaneous air conditioning mechanical components and accessories at any M-DCPS site.
- C. Work performed shall comply with OEM standards and with the requirements of the references listed under of these specifications. M-DCPS reserves the right to inspect the vendor's work at any time to assure compliance with all terms and conditions of the contract.
- D. The vendor shall be required to perform an inspection (if requested) of all awarded facilities immediately after a storm or other such event and provide an evaluation of the operational condition of all covered equipment under the contract. M-DCPS shall pay the contracted hourly rate not to exceed two (2) hours for each facility.
- E. Additional Services labor rates for qualified technicians shall not exceed \$90.00 per hour, per technician.
- F. Material cost for additional services shall be as follows:
 - 1. Water Chiller OEM Products
 - i. M-DCPS shall receive at least 40% off the most recent OEM published list price. The vendor shall supply the M-DCPS Authorized Representative with the OEM's most recent published price list sheet for all part needed. The percentage of discount will be entered in the appropriate line item on the Bid Proposal Form.
 - ii. Vendors shall complete and submit Form A (attached) for all additional service quotes.
 - iii. Miscellaneous Items, Parts, Materials and Services (non-OEM items). M-DCPS reserves the right to obtain quotations from the awarded vendor, or other approved vendors, for miscellaneous items.
 - iv. For parts, materials, supplies and services for which there is no published OEM price list, the vendor shall markup (over the vendor's cost) no greater than 20%. The vendor shall supply proof of purchase invoice copy for all purchased parts. The percentage of mark-up shall be entered in the appropriate line item on the Bid Proposal Form.
 - v. Vendor shall complete and submit Form B (attached) for all quotations where miscellaneous items are required.
 - 2. The vendor shall not perform any additional service, or services not covered or excluded in this contract, unless authorized by an M-DCPS Authorized Representative via a purchase order.

2.25 WARRANTY

- A. All workmanship and materials supplied by the vendor, other than epoxy coating, shall be warranted for a minimum period of one (1) year, and the vendor shall

remedy any defects for a minimum of one (1) year from the date of final acceptance. Epoxy coating shall be warranted against shrinkage, peeling, water leakage behind the epoxy, or rusting through the coating for a minimum period of five (5) years. All labor and, materials used, shall be documented on the vendor's service reports. Report format shall be as approved by M-DCPS Authorized Representative.

- B. Upon written notice, the vendor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice.
- C. If the vendor, after notice, fails to proceed promptly with the terms of the warranty, M-DCPS may have the defects corrected and the vendor will be liable for all expense incurred. Such action shall not relieve the vendor of further warranty liability.
- D. 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.
- E. The provisions of this Article apply to work done by subcontractors, as well as to work done by direct employees of the vendor. The vendor shall be the responsible entity for work performed by subcontractors.

2.26 NON-EXCLUSIVITY

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

2.27 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 any of the 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. The vendor will be liable for all expense incurred. Such action shall not relieve the vendor of further warranty liability.
- C. In the event that the vendor exhibits negligence in pursuit of any of the services required under this contract, the M-DCPS Authorized Representative may recommend immediate termination of the vendor.

2.28 FACILITY USE, WASTES, CLEAN UP AND PROTECTION

- A. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The vendor shall also insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. Any such damage shall be corrected by the vendor at the vendor's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS Authorized Representative.
- B. The vendor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances. Waste oil, empty refrigerant containers, empty oil containers, water treatment chemical containers not currently in use, all used parts, and other materials shall be disposed of immediately after the completion of each service visit. All disposal of hazardous material such as, but not limited to, contaminated waste oil, refrigerant and water treatment chemicals shall be handled in strict compliance with the EPA, and any Federal, State or local codes having jurisdiction. A copy of the completed final manifest for any related hazardous materials shall be sent to the M-DCPS Authorized Representative (upon request) at the completion of any disposal transaction.
- C. The vendor shall remove all tools, equipment, and rigging from the water chiller room and cooling tower area immediately upon completion of any service work.
- D. The vendor shall maintain the water chiller room and cooling tower area in a neat and clean condition. All waste materials are to be removed at the vendor's expense.
- E. It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times.
- F. Vendor, its employees and /or assigns shall not use M-DCPS restrooms, cafeteria, lounge, or equipment. Dumpsters may be used only with prior written permission from the M-DCPS Authorized Representative.
- G. M-DCPS is not responsible for loss of tools, equipment or supplies.
- H. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.
- I. Vendor shall not impede nor interfere with the normal function of the facility, its occupants or its programs.

2.29 EDDY CURRENT TESTING

- A. Eddy Current Test shall be completed and reports submitted with invoice within 120 days of the start of the contract period.
- B. Testing shall only be on the condenser water side of system.

- C. Vendor is responsible for plugging tubes if required after Eddy Current Test at no additional charge to the District.

2.30 INVOICES AND PAYMENT

- A. Invoices not submitted in accordance with this Section will not be processed and will be returned to the vendor.
- B. The invoice shall be sent to the appropriate M-DCPS Authorized Representative.
- C. Starting from the initial date of contract award, all invoices for provided services shall be submitted for payment on a monthly basis during the term of this contract (annual cost divided by 12).
- D. No invoices shall be approved for payment unless the M-DCPS Authorized Representative has received all required reports as stipulated herein. The reports shall include any changes made in the water treatment program and any recommendations or observations.
- E. Monthly Invoices Shall Include:
 - 1. Monthly Inspection Report
 - 2. All Service Ticket(s)
 - 3. Water Treatment Report
 - 4. Service ticket(s) shall accompany the invoice. This document(s) shall indicate the technician's name, dates, and all services provided. Service tickets shall be signed at the end of work by M-DCPS staff.
 - 5. It is the responsibility of the vendor to submit an updated spreadsheet on monthly basis to include at a minimum the status of each of the following:
 - i. Last Date Equipment Data Sheets has been updated
 - ii. OEM Operation and Maintenance Manual in Mechanical Room
 - iii. Tube Brushing and Tower Cleaning Date and Submitted Report
 - iv. Oil Analysis Date and Submitted Report
 - v. Monthly and Refrigerant report with the total amounts added, per chiller.
- F. The vendor shall provide a written schedule of proposed dates for preventative maintenance work to include cooling tower cleaning, condenser tube brushing and oil analysis report. The schedule shall be submitted with the first monthly invoice for payment. All PM work must be completed by the tenth month of the contract period.
- G. Updated Equipment Data Sheets shall be completed by the third month of the contract period in order to invoice for payment. Equipment Data Sheets shall also be updated when any work is done to the Chiller Plant.

- H. Missing documents, reports and failure to complete required services will result in the invoices for that location to be rejected.

2.31 INVOICING AND PAYMENT FOR ADDITIONAL SERVICES

- A. The vendor shall invoice additional services based on the actual labor hours expended, materials and miscellaneous items utilized.
- B. The invoice and documents shall contain:
 - i. M-DCPS' Purchase Order number.
 - ii. Description of work.
 - iii. Work location where services were rendered.
 - iv. Description of materials utilized, quantities and unit prices.
 - v. Labor hours, quantities and unit prices.
 - vi. Copies of invoices from suppliers to the vendor for all miscellaneous items parts, materials, services and/or OEM price sheets to substantiate vendor's cost.
 - vii. A copy of the service ticket(s) and/or time sheets shall document the labor and shall accompany the invoice. The document(s) shall indicate the technician's name or ID number, dates and times services were provided. The service ticket(s) shall be signed at the end of the authorized service work by an M-DCPS authorized representative.
- C. Vendor's rates shall remain fixed for a period of one year from date of award. The first year anniversary and subsequent extensions of this contract may incorporate a cost escalation/decrease as measured by the Construction Cost Index (CCI) published in the Engineering News Record. This escalation/decrease shall be equal to the percentage increase (or decrease) of the twelve month average of the CCI immediately prior to the month of award or renewal, as compared to the ten month average after the award or renewal, commencing the month of award or renewal.

ATTACHMENT 1

Water Chiller Equipment

- a) Inspect, test, maintain, service, calibrate, overhaul, repair or replace as set forth in the OEM service and operations manuals.
- b) Perform annual water chiller compressor oil analysis test, change oil where analysis report indicate corrective action is required and change refrigerant and oil filter as set forth in the OEM operation service manuals. Copies of all oil analysis shall be provided to the M-DCPS Authorized Representative.
- c) Oil samples must be removed from water chiller compressor while under operating temperatures, with at least 300 hours of operation time on the sample. Oil sample containers must be able to be sealed to eliminate moisture contamination.
- d) Monthly, the vendor shall record the following information and a report with the results shall be sent to M-DCPS Authorized Representative
 - i) Discharge pressure
 - ii) Discharge temperature
 - iii) Suction pressure
 - iv) Suction temperature
 - v) Oil pressure
 - vi) Oil temperature
 - vii) Chilled water return temperature
 - viii) Chilled water supply temperature
 - ix) Condenser water supply temperature
 - x) Condenser water return temperature
 - xi) Chiller motor amps on each leg
 - xii) Chiller motor voltage on each leg
 - xiii) Evaporator and condenser approach
- e) The vendor shall **annually** remove condenser heads, brush and inspect condenser tubes and tube sheets for corrosion and effects of the water treatment program. Additional openings of condensers and/or evaporators shall be performed, as required to insure proper operation and performance of the equipment within the manufacturer's specification. The M-DCPS Authorized Representative and water treatment vendor shall be notified at least twenty four (24) hours in advance, to allow for M-DCPS inspection of condensers and/or evaporators during all disassembles.
- f) Tube Cleaning
 - i) Tubes shall be cleaned with a flexible shaft rotating inside a watertight nylon casing which transports water from the tube cleaning machine to the nylon rotating brush. Tubes can be brushed with a nylon or fiber brush attached to a smooth steel or aluminum rod designed for cleaning water chiller tubes.

ii) The use of stainless steel brushes and cutting/buffing tools will be permitted only with prior approval of the M-DCPS Authorized Representative. Materials and equipment used must be as recommended by the OEM and approved by the M-DCPS Authorized Representative.

iii) The M-DCPS Authorized Representative must be notified twenty four (24) hours prior to all acid cleaning, tube plugging and/or epoxy coating.

2) Cooling Towers, Water Strainers, and Water Pumps

a) Inspect, test, maintain, service, calibrate, overhaul, repair or replace as needed mechanical parts of cooling tower, cooling tower fans, fan motors, VFD (variable frequency drives), all condenser and chiller water pumps, motors, couplings, starters, circuit breakers, makeup water float and valve assemblies and any other equipment or controls needed for proper cooling tower operation, including the cooling tower water temperature control.

b) The cooling tower shall be drained, cleaned, and flushed **annually** or more often as needed to insure proper operation. Condenser water strainers are to be cleaned each time the cooling tower is cleaned and additionally as needed. Chilled water pump strainers are to be cleaned as needed.

i) The vendor shall notify their water treatment vendor of the cooling tower cleaning schedule. The water treatment vendor shall promptly service the chemical system, and balance the chemical treatment levels.

c) Annually, perform cooling tower gear box oil change. Synthetic oil systems shall be changed following OEM recommendations.

d) Furnish complete water treatment services as frequently as required, but no less than once monthly, to prevent the build-up of mud and scale, eliminate corrosion in the condenser, evaporator, piping, and to control biological growth in the water cooling towers.

3) Pneumatic Control System

a) Inspect, test, maintain service, calibrate, overhaul, repair or replace as required pneumatic control system components including, but not limited to:

- i) Pneumatic control compressor(s).
- ii) Compressor motor(s) and starter(s).
- iii) Drive belt(s) and sheaves(s).
- iv) Air Receiver(s) and automatic drain valve(s).
- v) Air dryer(s).
- vi) Pressure reducing valve(s).
- vii) Oil and water separator(s) and filter(s).
- viii) Pressure switch(s) and alternator control(s).
- ix) Annually perform air compressor crank case oil change.

b) The vendor shall be responsible for the following

i) Provide factory approved air compressor oil, filters and all components in the pneumatic control system.

ii) Log air compressor(s) run time and off time on the monthly inspection report and ensure that the air compressor(s) are functioning correctly.

iii) If the air compressor(s) run time increases and off time decreases and the water chiller room is free of pneumatic system leaks, the vendor shall notify the M-DCPS Authorized Representative of the leaks outside of the water chiller room.

ATTACHMENT 2

1. Oil Analysis Test Report:

- a. Report result sheets must show job name, water chiller manufacturer name, chiller first six (6) model numbers, last seven (7) serial numbers, type of oil, and date of sample test. All analysis shall be conducted annually and submitted to the M-DCPS Authorized Representative.
- b. Test result sheets must show spectrochemical analysis in parts per million by weight content of IRON, CHROMIUM, NICKEL, ALUMINUM, LEAD, COPPER, TIN, SILVER, TITANIUM, SILICON, BORON, SODIUM, POTASSIUM, MOLYBDENUM, PHOSPHORUS, ZINC, CALCIUM, BARIUM, MAGNESIUM, ANTIMONY, and VANADIUM.
- c. Physical test for water in parts per million, total acid content, chloride in parts per million, viscosity at 72 degrees F.

2. Water Treatment Service Report:

a. The water treatment vendor shall fill out the M-DCPS provided log sheet in the water chiller room during each monthly service (and all other visits). This log sheet is separate from the monthly service report that is sent by the water treatment vendor to the primary vendor. The monthly service report shall include the following information obtained by on-site analysis:

i. Make-up Water:

1. Total Hardness (ppm as CaCO₃)
2. Calcium (ppm as CaCO₃)
3. Magnesium (ppm as CaCO₃)
4. M Alkalinity (ppm as CaCO₃)
5. Conductivity (micro Siemens)
6. Chloride (ppm)
7. Silica (ppm as SiO₂) (where scaling is a factor)
8. pH

ii. Cooling Tower Water:

1. Total Hardness (ppm as CaCO₃)
2. Calcium (ppm as CaCO₃)
3. Magnesium (ppm as CaCO₃)
4. M Alkalinity (ppm as CaCO₃)
5. Silica (ppm as SiO₂) (where scaling is a factor)
6. Conductivity (micromho)
7. Chloride (ppm)
8. pH
9. Inhibitor (ppm) (6-10 ppm Phosphonate required)
10. Cycles of concentration
11. Scaling Index (Langlier or Ryznar)
12. Total bacteria count
13. Total halogen (Bromine)

iii. Chilled Water:

1. Nitrite (ppm as NaNO₂)
2. pH

3. Water Chiller Service Reports:

a. The report shall show all of the work performed during the monthly and annual preventive maintenance inspections, service calls and/or any facility visits. It shall include a listing of all parts replaced, all required lubrications, all adjustments made, all filters changed, any refrigerant leaks repaired and refrigerant added. The water chiller service report shall be submitted to the M-DCPS Authorized Representative.

b. At the end of each calendar year or as requested, the vendor shall provide the M-DCPS Authorized Representative with a report stating the total amount of refrigerant added to each water chiller in compliance with EPA and DERM requirements.

ATTACHMENT 3

1. Water Treatment Supplies and handling

a. The water treatment vendor shall supply all chemicals, parts, materials, testing and labor required to maintain the water treatment system during the contract period.

i. The water treatment chemicals shall not be mixed, formulated, reformulated or otherwise altered in any way after the product has left the original manufacturing plant and/or while at any M-DCPS facility.

ii. Sufficient chemical supplies shall be maintained at the facilities to prevent treatment interruption due to the exhaustion of supplies. Chemicals shall not be drop shipped to any M-DCPS facility by a freight shipper. Removal and disposal of excess supplies shall be the responsibility of the vendor.

iii. Within thirty (30) days of award of this contract, and before the chemical product can be used at any M-DCPS facility, the vendor shall supply to the M-DCPS Water Treatment Department's Authorized Representative, Material Safety Data Sheets for all formulations used, product data sheets, fully describing proper dosages, handling, and feeding, a confidential certificate of composition of analysis, instructions for analytical procedures used to obtain all desired control limits, warranty of full compliance with local, state, and federal pollution laws with the normal use of the product. Additional Material Safety Data Sheets shall be displayed in a holder near the water treatment equipment, as required by OSHA, and shall also be provided to any M-DCPS staff upon request.

b. Corrosion Inhibitors

i. The formulation used for treatment of the cooling tower water shall be a highly concentrated liquid blend of corrosion inhibitors and sequestering agents. It shall successfully inhibit scale formations in the tower/condenser system at concentrations of 5-7 cycles in Miami-Dade water, and 3.5 - 4.0 cycles in those locations where the make-up water is the equivalent of Homestead City Water. Corrosion inhibition shall be provided for ferrous and non-ferrous metals. Maximum permissible rates shall be 0.5 mpy for copper and 3.5 mpy for mild steel. The corrosion/scale inhibitor shall be a concentrated alkaline blend of phosphonates, polyphosphates, polymeric dispersants, sequestering agents and azoles. No acid treatments are permitted. Use of molybdate other than as a tracer is not permitted. The cooling tower water shall be maintained with a Langelier Index of not less than + 0.5 and magnesium-silicate factor of not more than 35,000. Upon request, the water treatment vendor shall supply M-DCPS with the required testing reagents to verify the inhibitor levels.

c. Biocides

i. Two or more different biocides, including at least one oxidizer and other non-oxidizer applied alternately, shall be used to effectively prevent the growth of algae, fungi, slime or other undesirable forms of bacterial life. Application shall be as needed in concentrations and frequency to maintain system cleanliness, heat transfer, and to avoid corrosion caused by microbiological fouling. The biocide program shall use dosage and frequency rates designed to keep the total bacteria count in the tower water below a maximum of 10,000 cfu/ml, as measured by the EZ Cult or Saki Strip method. The oxidizing microbiocide shall be bromine or a bromo-chlorine releaser. The non-oxidizing microbiocide shall be a broad spectrum product, effective at a pH range of 8-9. All products used shall meet all local, state and

Federal regulations for discharge into sewage systems. The EPA registration numbers shall be listed on each biocide's container's label.

d. Closed Loop Treatment

i. Chilled water treatment of the closed loop system shall be a concentrated liquid chemical solution of borate buffers, nitrite, and other corrosion inhibitors for ferrous and non-ferrous metals, and sequestrates in appropriate amounts to prevent rust, corrosion, scale, pitting, and sludge accumulation. Nitrite residuals maintained throughout the system shall be 300-600 ppm with a pH within the range of 8.5 -11.

e. Corrosion Coupons

i. Provide corrosion coupons for a continuous corrosion study of both copper and mild steel in the condenser water. A minimum number of at least one (1) coupon of each metal shall be removed for analysis each calendar quarter. The corrosion rate will be determined by weight loss and reported each quarter, however such tests shall be conducted no less than forty (40) days apart and no more than (120) days apart. The corrosion rate of mild steel shall not exceed 3.5 mils (.0035 in.) per year. The corrosion rate for copper shall not exceed .5 mil (.0005 in.) per year.

f. Analysis

i. Complete analytical services shall be provided, as needed, for analysis of unusual cooling water samples, scale, sludge, rust, other corrosive products, and microbiological studies to insure the minimizing of these problems throughout all circulating systems. The results shall be sent to the M-DCPS Authorized Representative.

g. Water Treatment Equipment

i. Inspect, test, maintain, service, calibrate, repair or replace as required, all water treatment equipment, including the solenoid bleed valve, monitoring, and pumping equipment. All chemical controllers, pumps, timers, strainer, 4 way function valves, safety flow controls, check valves, tubing, plastic drums, and corrosion coupon racks shall be maintained in good operating condition; if not repairable, they shall be replaced only with equipment authorized in the M-DCPS Master Specifications, Section 15545. Any malfunctioning equipment shall be repaired or replaced within five (5) working days. Temporary replacements shall be corrected with permanent, approved equipment within forty-five (45) days.

h. Emergency Service

i. The vendor shall provide emergency service calls for the water treatment equipment and related problems as needed. Prompt clean-up of any chemical leaks, or spills shall be provided by, and be the responsibility of, the vendor and shall respond to properly clean up any chemical spill or leak within twenty four (24) hours. All clean-up work shall be in accordance with MSDS recommendations and shall be in conformance with EPA and DERM regulations.

1. When requested, the water treatment representative shall be required to meet with the M-DCPS Authorized Representative to discuss the water treatment program, and to train M-DCPS technicians on the safe handling and testing of their chemicals.

2. Water treatment service shall be conducted after the chiller service contract vendor's annual shut down and cleaning operations.

i. Water Treatment Reports shall be filed pursuant to Specifications.

ATTACHMENT 4

REQUIREMENTS

1. Epoxy coating vendor shall have at least two (2) years of experience coating condenser tube sheets with epoxy. It is preferred that the sandblasting and the coating of sheet with epoxy be done by the same company.
2. Vendor shall supply Material Safety Data Sheet (MSDS) before work is started. Epoxy coating shall contain no asbestos.
3. Asbestos removal shall be the responsibility of M-DCPS.
4. Epoxy shall be the type that is typically used in the condenser tube sheet coating business. New products without a history of success shall not be used.
5. Epoxy shall be non-shrinkable.
6. Epoxy shall be applied the same day as sandblasting is done.
7. Before any epoxy coating is applied, Eddy Current testing shall be done and any tubes needing to be replaced or plugged shall be completed.
8. The vendor shall state the number of days it will take to complete work.
9. If the condenser tube sheet is known to be leaking, refrigerant shall be removed and the condenser placed in a vacuum. M-DCPS requires that all condensers be in a vacuum while epoxy coating is being applied, for safety and EPA Clean Air Act requirements.
10. The vendor shall be responsible for the removal of condenser water box heads, modified divider plates and shall replace needed gaskets, reinstall condenser heads and return the water chiller to operation leaving the area affected by this work in broom-clean condition. Any equipment or area damaged by the vendor shall be restored to original conditions.
11. The epoxy coating shall be applied to both tube sheets, including the area beyond the gasket. Water box heads are only to be epoxied at the request of M-DCPS. The first layer of epoxy coating shall not be applied by spraying. Spraying is allowed only after the first layer of epoxy coating has been applied.
12. The epoxy coating shall be warranted against shrinkage, peeling, water leakage behind the epoxy, or rusting through the coating for a minimum period of five (5) years.

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2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

The proposal submitted must clearly indicate the name of the responding firm, as well as the name, address, and telephone number of the primary contact at proposer's organization. The Proposer shall demonstrate their experience in the student uniform services.

In no more than seven (7) pages, the Proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida or applicable home state of Division of Corporation.		
c. Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. Copy of Certified License with The Department of Business and Professional Regulation of the State of Florida as a Mechanical or Class A Air Conditioning Contractor.		
e. Please submit written communication that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system).		
f. Copy of DERM APCF permit.		
g. Copy of all technicians' EPA Universal Refrigerant Transition and Recovery Certification.		
h. Valid e-mail address for SAP system communications (i.e. PO's).		
i. Submission of all documents stated in Section 4, such as cover page, table of contents, executive summary		
j. Minimum of three (3) references, as stated in Exhibit 5		

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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 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.

3.1 PRICE PROPOSAL FOR ITB-18-040-MJ CHILLER SERVICE CONTRACT

As stated in Section 2.0 of this ITB, the District is seeking to solicit qualified vendors to furnish all necessary labor, transportation, materials, and equipment required to test, service, inspect, repair, and maintain chillers at the listed locations throughout Miami-Dade County Public Schools.

- Awarded vendors will receive Request for Quotes (RFQ) throughout the year.
- Vendors will be required to submit a lump sum quote. The project will be awarded to the lowest responsive, responsible Vendor, meeting specifications. Prices must remain firm and fixed for a period of one (1) year. All quotes must be submitted on forms provided by the M-DCPS authorized representative.
- The prices quoted are to include all travel and living expenses for the services proposed.
- Projects and/or repair work that needs to be expedited in order to minimize the disruption to the educational process may be based on a time and material or line item Request for Quote established after award of the bid. Vendors will be selected to perform time and materials or line item repairs based upon the submitted rates and the availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair.
- **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.**
- **Vendors are required to offer a percentage discount for services described herein. This discount shall apply to all quotations over the threshold of \$1,000.**

The Vendor shall offer all of the elements of this ITB and meet all service requirements and specifications listed within Section 2.0 – Scope of Services, to include furnishing all supervision, equipment and materials necessary for this work.

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.

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For this Section 3.2 – PRICE PROPOSAL:

Signature of Bidder's Authorized Representative

Title

Printed Name

Date

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SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

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

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

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this section of the ITB may result in 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	Proposal Submittal Form
Exhibit 9	Sample M-DCPS Certification Documents

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.

In addition to the below label, all bidders MUST attach Exhibit 8, Proposal Submittal Receipt Form to the outside of the proposal.

SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Bidder's Name: Bidder's Address: Bidder's Telephone Number:	<u>BID BOX</u> Miami-Dade County Public Schools Procurement Management Services <u>Attn: Miranda James</u> <u>Director, Procurement Management</u> School Board Administration Building 1450 N.E. 2 nd Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-18-040-MJ ITB Title: Chiller Service Contract Proposal Due Date: Tuesday, April 2, 2019 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

- (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 2.0. 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	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents

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**EXHIBIT 1
COVER PAGE FOR PROPOSAL**

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

**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__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

EXHIBIT 3



Miami-Dade County Public Schools Local Business Affidavit of Eligibility

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

_____ SIGNATURE OF NOTARY PUBLIC THIS _____ DAY OF _____, 20____	_____ PRINTED NAME OF AFFIANT _____ SIGNATURE OF AFFIANT DATE _____ TITLE _____ COMPANY NAME
My Commission Expires: _____ NOTARY SEAL	_____ _____ _____

FM-7138 Rev. (03-13)

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

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

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

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

Bid or Contract No. _____

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

STATE OF _____

COUNTY OF _____

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

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

been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

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

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

Affiant's Signature

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

**EXHIBIT 5
BIDDER EXPERIENCE**

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

Prime Bidder:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a School District? (Yes ___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

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

**EXHIBIT 6
ANTI-COLLUSION STATEMENT**

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

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

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

Type of Business Organization and Authority of Signatory:

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

LEGAL NAME OF AGENCY OR
BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

EXHIBIT 7
DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

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

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

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

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

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

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

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

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. 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
PROPOSAL SUBMITTAL RECEIPT FORM**

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package. As stated in Section 4.3, please complete the following form and attach the form to the outside of your firm's bid response.

ITB Name and Number:	ITB-18-040-MJ Chiller Service Contract
ITB Due Date:	Tuesday, April 2, 2019 at 2:00p.m.
Bidder Name and Address:	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	

EXHIBIT 9
SAMPLE M-DCPS CERTIFICATION DOCUMENTS

Certification Application: Start Certification Application



New Application for Miami-Dade County Public Schools

M-DCPS's New Application for Small Business Enterprise (SBE), Micro Business Enterprise (MBE), Minority Women Business Enterprise (M/WBE) Certification.

This application is for NEW Small Business Enterprise (SBE) & Micro Business Enterprise (MBE) & Minority/Women Business Enterprise (M/WBE).

Note: Firms currently certified by M-DCPS should not submit a New Application, Instead submit a Recertification application, due on the anniversary date.

Review the information below and complete the eligibility requirements then click Continue.

For more information about M-DCPS's SBE/MBE/MWBE Program, please visit the <http://ocd.dadeschools.net/> page.

For guidance, please call 305-995-1307 or email ocd@dadeschools.net.

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Company & Contact Information

Select a company type and application auto-fill option. Confirm or enter your personal and company email addresses to permit us to contact you quickly for technical support, if needed.

YOUR EMAIL ADDRESS *	<input type="text" value="mdcpstest1@b2gnowuser.com"/>
COMPANY EMAIL *	<input type="text" value="mdcps1@b2gnowuser.com"/>
COMPANY TYPE *	<input type="text" value="Corporation"/>
APPLICATION AUTOFILL *	<input checked="" type="checkbox"/> Use existing account information to auto-fill application

Eligibility Requirements

The following basic criterion is used to evaluate eligibility for certification. However, meeting these basic items does not guarantee that an application will be approved. This is only intended as a general overview to see if your firm should apply for certification.

Is your firm registered as a vendor with MDCPS?

Yes No

Does the owner and/or qualifier of the business have the required professional licenses and contractor qualification licenses?

Yes No

Does your business have a occupational license and all required professional licenses and/or contractor qualifier licenses?

Yes No

For SBE/MBE Applicants only: Has your business been established for at least one year or the principals of the business have at least

three years of relevant experience prior to forming or joining the business?

Yes No Not Applicable

For SBE/MBE Applicants only: Is your firm independently owned and operated business that is not dominant in its field of operation and is performing a commercially useful function?

Yes No Not Applicable

For SBE/MBE Applicants only: Does your business have an actual place of business in Miami-Dade County for at least a year preceding the application?

Yes No Not Applicable

For M/WBE Applicants only: Does the business employ 200 or fewer permanent full time employees in conjunction with its affiliates and has a net worth of 5 million or less?

Yes No Not Applicable

For M/WBE Applicants only: Is the business 51% minority owned and/or controlled?

Yes No Not Applicable

For M/WBE Construction or Construction Related Applicants only: Is the firm actual place of business in Miami-Dade County, Broward County, or Palm Beach County for at least a year preceding the application?

Yes No Not Applicable

For Sole Proprietor M/WBE Applicant only: Does the business meet the requirement of 5 million net worth that includes both personal and business investments?

Yes No Not Applicable

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