MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID

SEALED BID NO:	**ITB-18-069-HR**
TITLE:	**Kitchen Equipment Repair, Replace And/ Or Install**
DESCRIPTION:	**The purpose of this Invitation To Bid is to establish a list of preapproved vendors for kitchen equipment maintenance, components, incidental materials and repairs, replace, retrofit, supplies and/or installation services for Miami-Dade County Public Schools.**
TERMS:	**Three (3) years initial term, with two (2) one (1) year options to renew, with an additional ninety (90) days, if needed.**
ITB RELEASE DATE:	**Thursday, May 16, 2019**
PRE-BIDDERS CONFERENCE DATE/TIME:	**Friday, May 24, 2019, at 10 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:	**Friday, May 24, 2019, at 5 p.m. EST**
BID DUE DATE/TIME:	**Thursday, June 6, 2019 at 2 p.m. EST**
PUBLIC OPENING OF BIDS:	**Thursday, June 6, 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:	**Heather Rose, SPSM Procurement Analyst Phone: (305) 995-2673 Fax: (305) 523-4990 Email: hrose@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 bids from qualified firms to provide kitchen equipment maintenance, components, incidental materials and repairs, replace, retrofit, supplies and/or installation services, for Miami-Dade County Public Schools.

The selected bidders will be awarded a three (3) year agreement, with two (2) one-year options to renew, with an additional 90 days if needed, 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:	Thursday, May 16, 2019
Pre-Bid Conference date, time and place:	Friday, May 24, 2019 at 10 a.m. EST, Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Friday, May 24, 2019 No later than 5:00 p.m. (Local Time) Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of Bids:	Thursday, June 6, 2019 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	July 24, 2019
Projected Contract start date:	July 24, 2019

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Heather Rose, SPSM Procurement Analyst
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: hrose@dadeschools.net
Telephone: (305) 995-2673
Fax: (305) 523-4990

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 Heather Rose, Procurement Analyst, at hrose@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, with an additional ninety (90) days if needed. 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: Heather Rose
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.

1.14 SMALL/MICRO, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

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=miamidadeschools&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 SOLICITIATION

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
Exhibit 10	Submitted Bid Document Verification Form

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(I) 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.

Bidder understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Bidder shall keep and maintain public records required by the School Board to perform the service. The Bidder shall keep records to show its compliance with program requirements. Bidders and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Bidder which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the bid term and following completion of the bid if the Bidder does not transfer the records to the public agency.

The Bidder shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the bid, transfer, at no cost, to the School Board all public records in possession of the Bidder or keep and maintain public records required by the School Board to perform the service. If the Bidder transfers all public records to the School Board upon completion of the bid, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Bidder keeps and maintains public records upon completion of the bid, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# ITB-18-069-HR**

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

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

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

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

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.
All insurance policies shall be issued by companies with either of the following qualifications:
a) The company must be (1) authorized by subsisting certificates of the authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B"+ or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

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

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

Contract.

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

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

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

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

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

1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

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

1.42 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

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

1.43 TESTING AND PRODUCT EVALUATIONS

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

1.44 CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County 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

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 bids from qualified firms to provide kitchen equipment maintenance, components, incidental materials and repairs, replace, retrofit, supplies and/or installation services.

The agreement between the successful proposer(s) and the Board will be non-exclusive. Futhermore, this ITB has a local preference goal of 5%.

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

The purpose of this bid is to establish a preapproved list of vendors for kitchen equipment maintenance, components, incidental materials and repairs, replace, retrofit, supplies and/or installation services for the maintenance service centers servicing Miami-Dade County Public Schools (M-DCPS). Examples of kitchen equipment that may be serviced include (but is not limited to) gas stoves, ovens, steamers, serving lines, boilers, exhaust fans, cold plates. Awarded bidder(s) will be required to provide a time and materials quote for repairs and installation, post award.

If needed, this bid shall also provide a vehicle with which Miami-Dade County Public Schools may acquire gas stoves, ovens, steamers, serving lines, boilers, etc. Also, for maintenance: repair,

replace, retrofit, supply and/or install equipment and parts from approved manufacturers and suppliers.

2.2.1 WORKING DAY

The normal working hours for M-DCPS are between 7:00 a.m. to 11:00 p.m., Monday through Friday. As directed by the M-DCPS authorized representative, the awarded bidder(s) shall work during school off-hours, recess periods, Board authorized holidays or legal holidays, at no additional cost to the Board.

2.2.2 EMERGENCY RESPONSE

Where an emergency is deemed to exist by the M-DCPS authorized representative, the awarded bidder(s) shall be required to respond on a verbal notice to proceed issued by Procurement Management Services or the M-DCPS authorized representative. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action in any manner deemed to be in the best interests of the District.

2.2.3 SUBCONTRACTING

Subcontracting is permitted under this contract. The awarded bidder(s) shall submit a list of subcontractors with bid submittal. M-DCPS reserves the right to reject any subcontractor. The bidder(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the bidder(s) and any subcontractor contamination and product degradation.

2.2.4 COMMUNICATION

All communication, including but not limited to specification of the scope of work, instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the bidder shall be in writing.

2.2.5 TRAINING

If requested by the M-DCPS authorized representative, the bidder(s) shall provide detailed training addressing start-up, operation, preventive maintenance and repair for any equipment furnished under this contract.

2.2.6 REBATES

Any rebates received by the awarded bidder(s) for installation of energy conserving equipment shall be made available to M-DCPS, as either a credit or discount.

2.2.7 SITE INSPECTION FOR QUOTE REQUESTS

A. The awarded bidder(s) shall visit and inspect the sites, to be fully acquainted and familiarized with conditions, difficulties, and/or restrictions as they exist, and the operations to be carried out.

B. Failure or omission of the awarded bidder(s) to receive or examine any instruction,

or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the bidder of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the bidder(s) to additional compensation after a notice to commence and a purchase order is issued.

2.2.8 ASSESSMENT AND PUNCH LIST

A. The M-DCPS authorized representative will monitor the awarded bidder(s) using appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted. The bidder is responsible for notifying M-DCPS when the work is complete and ready for assessment.

B. During the execution of projects performed under this contract, the M-DCPS authorized representative will regularly assess the work for quality of materials and/or installation. Deficiencies shall be documented and remedy shall be completed within 5 days of the assessment, unless additional time is required and granted by the M-DCPS authorized representative.

2.2.9 STOPPAGE OF WORK

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

A. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.

B. The bidder's activities results in damage to District Property.

C. The bidder's activities interfere with the normal operation of the facility or its program.

D. Any other condition, situation, or circumstance which, in the opinion of the M-DCPS authorized representative, would be a detriment to the best interests of the District if allowed to persist.

2.2.10 VENDOR QUALIFICATIONS AND REQUIREMENTS

Throughout the term of the contract, the successful bidder(s)s must be qualified to perform as per the scope of work of this ITB and adhere to the following:

A. A Florida State 0601, Category 1, Liquified Petroleum Gas Dealer license or provide an appropriate license to repair, replace, and/or retrofit gas stoves, ovens, steamers, serving lines, boilers, etc.

B. Bidder(s) shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities related to the scope of work of this term bid are properly qualified, trained and licensed to perform the work assigned. Bidder(s) may be requested at any time to provide evidence of such qualifications.

C. The bidder is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County Public Schools on a timely basis.

D. Bidder's employees, subcontractors and its employees, and any other personnel, including materialmen 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.

2.2.11 REFERENCES

A. Florida Building Code (FBC), and associated codes and standards referenced therein. Latest Edition**.**

B. Miami-Dade County Public Schools Master Specifications Guidelines:

1. Division 2, Sitework
2. Division 5, Metals
3. Division 7, Thermal and Moisture Protection
4. Division 15, Mechanical
5. Division 16, Electrical
6. Other Master Specification Guidelines as applicable to the project scope.

Note: These Master Specifications may be accessed on the internet at http://facilities.dadeschools.net/servProvided.asp

C. Where conflicting specifications exist between reference documents, or any specifications contained herein, the more restrictive specification will prevail. Trade association general standards referred to in the reference documents will be interpreted based on the most recent revision.

2.2.12 DEFINITIONS

A. Assessor: an authorized representative of Facilities Operations, Maintenance, or designee.

B. Emergency: shall be determined by the M-DCPS authorized representative requiring a response from the bidder(s) within twenty-four (24) hours.

C. Final Acceptance: work that has been fully commissioned, inspected and approved by Maintenance Operations and as having been completed in accordance with the defined scope of work, design drawings and punch list, and shall include receipt of all required training, manuals, drawings, warranties, and releases of lien and claim.

D. M-DCPS authorized representative: the individual(s) designated to coordinate, schedule and approve payment for the work covered by this contract.

E. Performance: shall mean to furnish all supervision, labor, materials, equipment, transportation and services required for completion of the work.

F. Project: a specific planned undertaking consisting of the scope of work defined in

Section 2.0, including all work incidental thereto.

G. Punch-List: A list of items which have been identified as not acceptable in accordance with the contract documents at time of inspection.

H. Site Representative: the senior administrator or designee at the facility where services are being provided.

I. Substantial Completion: shall mean work that has been inspected and approved by M-DCPS as being completed in accordance with contract documents.

2.2.13 PROJECT SUBMITTALS

A. The successful bidder(s) shall submit a quote for each project.

B. When applicable to the project, prior to issuance of a Notice to Commence/purchase order and commencement of work, the bidder shall submit manufacturers' specifications and drawings for all equipment to be installed. In addition, three copies of maintenance and operating manuals for any equipment included in the scope of work and supplied by the bidder.

2.2.14 PROJECT CONDITIONS

Project conditions will be identified individually. When contacted by the M-DCPS authorized representative, approved bidders shall meet with the representative on site and receive a scope of work for the project.

2.2.15 PERMITS

This work will be generally accomplished under the auspices of the annual maintenance permit issued to each facility. Bidder(s) 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, including, but not limited to, all projects estimated to cost $200,000 or more, and any work categorized as remodeling. The awarded bidder(s) will be responsible for obtaining these specific permits from the Miami-Dade County Public School's Building Code Compliance Office.

2.2.16 PROJECT SITE SCOPE MEETING

A. When notified, the awarded bidder(s) shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the bidder(s) shall be required to participate in this site scope meeting within two working days of notification. Bidder(s) not attending a project site scope meeting will not be allowed to submit a quote for that project.

B. The awarded bidder(s) shall submit a detailed quote within five working days of the project site scope meeting, unless otherwise specified at the meeting. By submitting a quote, the awarded bidder(s) is agreeing to accomplish the work defined. It is the bidder's responsibility to include all necessary items prior to submission. The proposal shall contain, at a minimum, the firm, fixed price to complete the work, a list of materials, equipment, itemized cost of any special conditions, alternates, extended warranties or options, labor hours and subcontractors, if any. The proposal shall also contain the relative project schedule and estimated time frame for completion as mutually agreed upon during the project site scope meeting.

2.2.17 FURNISHED EQUIPMENT AND/OR MATERIALS

M-DCPS reserves the right to supply its own materials and/or equipment or to independently purchase parts and equipment directly from manufacturers, or any other source, for any project. An inventory of owner-furnished materials and equipment shall be included as part of the scope of work. In those cases, the bidder(s) may be required to provide transportation of any owner furnished equipment and/or materials anywhere within M-DCPS. While such property is in the custody of the bidder(s), the bidder shall be responsible for loss or damage until delivery to the work site. The M-DCPS authorized representative shall then inspect the materials or equipment and verify its condition before releasing the bidder from liability. All furnished equipment, materials and/or property not consumed in performance of the project shall remain the property of M-DCPS.

2.2.18 PROJECT EXECUTION

A. All work performed by the bidder shall be accomplished in strict accordance with the applicable articles contained in the references cited, the requirements set forth in the scope definition provided by M-DCPS, the terms and conditions contained within the purchase order and the general terms and conditions of this contract.

B. Bidder is responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.

C. Prior to commencement of work, the awarded bidder(s) shall be required to participate in a pre-project coordination meeting with the M-DCPS authorized representative and all appropriate stakeholders. Details regarding the prosecution and scheduling of the work, accessing the premises, occupant and program requirements during the work, use of facilities and approaches and any other pertinent issues specific to the project shall be addressed. Bidder shall provide 24-hour emergency contact information to the M-DCPS authorized representative and the site administrator.

D. If, during the course of the work, any unforeseen hazards are encountered, the bidder shall immediately: 1) render the work area safe; 2) cease all other work; and 3) contact the M-DCPS authorized representative.

2.2.19 CHANGE OF SCOPE OF WORK

A. After issuance of a purchase order and commencement of a project, the scope may be changed for reasons including, but not limited to, unforeseen circumstance or owner's request. In the event the change in scope entails additional work, the M-DCPS authorized representative shall issue a Request for Quotes (RFQ) to the bidder assigned the project in order to maintain continuity and progress of the work. The time frame for response shall be stated in the RFQ. Bidder error or omission shall not be cause for any additional cost or concomitant issuance of a supplemental purchase order. If the bidder's proposal is acceptable, a supplemental purchase order will be issued for the additional work. If necessary, the original completion date may be adjusted by mutual agreement between the bidder and the M-DCPS authorized representative

B. If in the sole opinion of M-DCPS, the cost proposal exceeds reasonable market value, M-DCPS may at its sole option, perform the work in any manner it deems in the best interest of the District, including cancellation of the original purchase order and compensating the bidder only for work performed and materials in place.

C. If there is a reduction in the scope of work, the M-DCPS authorized representative shall contact the bidder for a credit Request for Credit (RFC), the amount of which shall be decided through mutual agreement or, in the absence of such agreement, by the use of R.S. Means Reference Estimating Guidelines, or other recognized estimating tool, to establish a fair market value of the work in question. This amount shall be deducted from the lump sum due to the bidder.

2.2.20 PROTECTION AND CLEAN-UP

A. The awarded bidder(s) shall conform to all applicable Occupational Safety and Health Administration (OSHA), state and local regulations while performing work under this contract. Also, 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 bidder(s) shall also insure that M-DCPS property is protected from damage and defacement resulting from the bidder's activities. Any such damage shall be corrected by the bidder, at the bidder's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.

B. Bidder, its employees and/or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without permission from the M-DCPS authorized representative.

C. Bidder's materials, equipment and tools which are not in use shall be stored in a secured location, supplied by the bidder. M-DCPS is not responsible for loss of tools, equipment or supplies.

D. Site shall be left in a "broom clean" condition upon completion of work.

E. Bidder shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.

F. Bidder shall not impede or interfere with the normal function of the facility, its occupants or its programs.

2.2.21 TERMINATION AND REMEDY

A. In the event that the awarded bidder fails to perform any of the services in a satisfactory, timely manner and in compliance with the terms and conditions of this contract, M-DCPS shall issue a written notice to the bidder, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the bidder, accomplish the work in any manner it chooses, with all direct and indirect costs of such work being borne by the bidder.

B. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which are a result of the bidder's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances, shall be borne solely by the bidder.

2.2.22 NON-EXCLUSIVITY

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

2.2.23 INVOICING PROCEDURES

A**.** The invoice document shall contain, as a minimum, the following information, as appropriate:

1. M-DCPS purchase order number, and release number when appropriate.
2. Description and serial number of equipment purchased.
3. Scope of work performed.
4. Start and completion time and date(s) of work performed.
5. Work location where services were provided.
6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
7. Final release of claim from the bidder.
8. Written warranty.
9. Three copies of maintenance and operating manuals for all purchased equipment.
10. Invoices with complete back up should be submitted within 7 days of completion and approval of work performed.

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

C. Projects that do not exceed 45 actual work days may be paid in one lump sum. For projects exceeding 45 work days, partial payments may be requested on a 30-day cycle.

D. The acceptance of final payment shall constitute a waiver of all claims by the bidder except those previously made in writing and unresolved at the time of final invoicing.

2.2.24 PARTS AND WARRANTY

A. The bidder shall warrant the work and shall remedy any defects due to faulty materials or workmanship for a minimum of one (1) year from the date of final acceptance. M-DCPS reserves the right to request extended warranties for workmanship and/or equipment. The request for an extended warranty shall be included in the RFQ.

B. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the bidder shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice.

C. Neither the final payment nor any provision in the contract documents shall relieve the bidder of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida (Sunbiz) or the current registration in the home state.		
c. Documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. A list of all subcontractors that will be used as a part of this ITB.		
e. Copy of bidder's Occupational License.		
f. Copy of a Florida State 0601 Category I Liquefied Petroleum Gas Dealer license or appropriate license for this type of work.		
g. List of local or toll-free telephone numbers for normal and after normal business hours contact.		
h. Written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system). Also, provide the e-mail address for purchase orders.		
i. Three (3) letters of reference, dated within a year, from customers where work similar in scope has been performed for a period of not less than two (2) years. These three (3) references shall be from customers with multiple facilities, similar in nature to M-DCPS (see Exhibit 5).		
j. Submission of all documents stated in Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal and the required forms and attachments, as stated in Section 6 of this ITB.		
k. Awarded bidder(s) working for other M-DCPS departments, including Maintenance, are required to obtain certain permits. Awarded bidder(s) must ensure compliance (see Section 2.2.15).		

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 THE 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-18-069-HR

As stated in Section 2.0 of this ITB, the District is soliciting bids to establish a preapproved list of vendors for kitchen equipment maintenance, components, incidental materials and repairs, replace, retrofit, supplies and/or installation services for the maintenance service centers servicing Miami-Dade County Public Schools.

- Awarded Bidders shall receive a Request for Quotes (RFQ), for projects over the current quotation threshold of one-thousand dollars ($1000).

- Bidders will be required to submit a lump sum quote for the designated project. The project will be awarded to the lowest responsive, responsible vendor, meeting specifications. Prices must remain firm and fixed for 1 year or as specified in the RFQ. All quotes must be submitted on forms provided by the M-DCPS authorized representative.

- Projects under the current quotation threshold of one-thousand dollars ($1000) will be awarded to bidders on a rotating basis.

- **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 material, equipment, services, etc.**

- 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.

- The bidder also agrees to the warrantee requirements listed within **Section 2.0 Scope of Services, 2.2.24 Parts And Warranty**.

The Bidder 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 labor, supervision, equipment, materials and transportation, 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.

For this Section 3.2 PROPOSAL PRICE LIST
[Signature is required at the end of this Section 3.0]

_____ _____
Signature of Bidder's Authorized Representative *Title*

_____ _____
Printed Name: *Date:*

The Remainder of this Page was left Intentionally Blank.

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
Exhibit 10	Submitted Bid Document Verification Form

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:

BID BOX

Miami-Dade County Public Schools
Procurement Management Services
Attn: Heather Rose, SPSM
Procurement Analyst
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

ITB No.: ITB-18-069-HR
ITB Title: Kitchen Equipment Repair, Replace, And/ Or Install
Proposal Due Date: Thursday, June 6, 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. 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
Exhibit 10	Submitted Bid Document Verification Form

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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

I**nstructions:** 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: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____ **Length of Time Located within the legal boundaries of Miami-Dade County:** _____
BUSINESS STRUCTURE:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*: _____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its ☐ 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. **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 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

FM-7138 Rev. (03-13)

EXHIBIT 4
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July l, 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, l989, 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 (l) 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.

For Department Use Only:

_____ _____

PMS Staff Name/ Signature *Date*

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 RFP, 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-18-069-HR Kitchen Equipment Repair, Replace And/ Or Install
ITB Due Date:	Thursday, June 6, 2019 by 2 p.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

Generated by MDCPS TestVendor1, MDCPS Test Vendor on 4/11/2018

Certification Application: Start Certification Application

Help & Tools

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://oeo.dadeschools.net/ page.

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

Need Help?

Download Part 2 of the user manual

Sign up for a Training Class

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 *	mdcpstest1@b2gnowuser.com
COMPANY EMAIL *	mdcps1@b2gnowuser.com
COMPANY TYPE *	Corporation
APPLICATION AUTOFILL *	(•) 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

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EXHIBIT 10
SUBMITTED BID DOCUMENT VERIFICATION FORM

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida (Sunbiz) or the current registration in the home state.		
c. Documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. A list of all subcontractors that will be used as a part of this ITB.		
e. Copy of bidder's Occupational License.		
f. Copy of a Florida State 0601 Category I Liquefied Petroleum Gas Dealer license or appropriate license for this type of work.		
g. List of local or toll-free telephone numbers for normal and after normal business hours contact.		
h. Written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system). Also, provide the e-mail address for purchase orders.		
i. Three (3) letters of reference, dated within a year, from customers where work similar in scope has been performed for a period of not less than two (2) years. These three (3) references shall be from customers with multiple facilities, similar in nature to M-DCPS (see Exhibit 5).		
j. Submission of all documents stated in Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal and the required forms and attachments, as stated in Section 6 of this ITB.		
k. Awarded bidder(s) working for other M-DCPS departments, including Maintenance, are required to obtain certain permits. Awarded bidder(s) must ensure compliance (see Section 2.2.15).		

Please sign below confirming all items noted above are included in your submission.

_____ _____

Signature of Proposer's Authorized Representative *Title*

_____ _____

Printed Name *Date*

_____ _____

Signature of Originating Department *Date*

_____ _____

Printed Name *Date*

For Department Use Only:

_____ _____

PMS Staff Name/ Signature *Date*