



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

SEALED BID NO: ITB-19-021-HR

TITLE: Refrigeration Maintenance; Repair, Replace, Refit, Supply And/ Or Install

DESCRIPTION: The purpose of this Invitation To Bid is to establish a list of preapproved vendors for refrigeration equipment, components, incidental materials and repairs, for Miami-Dade County Public Schools.

TERMS: Three Years (3) initial term with two (2) one-year options to renew, with an additional ninety (90) days, if needed.

ITB RELEASE DATE: Wednesday, December 11, 2019

PRE-BIDDERS CONFERENCE DATE/TIME: Thursday, December 19, 2019, at 10 a.m. EST

PRE-BID CONFERENCE LOCATION: Miami-Dade County Public Schools
School Board Administration Building
Title I Conference Room
1450 Northeast 2nd Avenue, Suite 522A
Miami, Florida 33132

DEADLINE FOR QUESTIONS: Thursday, December 19, 2019, at 5 p.m. EST

BID DUE DATE/TIME: Tuesday, January 14, 2020, at 2 p.m. EST

PUBLIC OPENING OF BIDS: Tuesday, January 14, 2020, at 2 p.m. EST

ANTICIPATED BOARD AWARD: February 2020

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

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 476 schools, over 350,000 students and 37,830,000 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 refrigeration equipment, components, incidental materials and repairs, for Miami-Dade County Public Schools.

The selected bidders will be awarded a three (3) years agreement, with two (2) one-year options to renew at the District's sole discretion, with an additional ninety (90) days at the Board's sole discretion, if needed.

1.3 ITB TIMETABLE

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

ITB available for distribution:	Wednesday, December 11, 2019
Pre-Bid Conference date, time and place:	Thursday, December 19, 2019 at 10 a.m. EST, Local Time Miami-Dade County Public Schools School Board Administration Building Title I Conference Room 1450 Northeast 2 nd Avenue, Suite 522A Miami, Florida 33132
Deadline for receipt of questions:	Thursday, December 19, 2019 No later than 5:00 p.m. (Local Time) Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of Bids:	Tuesday, January 14, 2020 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	February 2020

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Heather Rose, SPSM, Procurement Analyst, Procurement Management Services
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

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 hrrose@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 years (3) initial term with two (2) one-year options to renew at the District's sole discretion, with an additional ninety (90) days at the Board's sole discretion, if needed. Options to renew will be evidenced in writing as a contract extension, executed and signed by the District prior to the expiration date or any valid extension thereof.

1.9 BID SUBMISSION

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

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

All bids 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 bids 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 bids 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. **Bid 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.**

Bids 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 bid 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-bid 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**. 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 1.24**.

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 BID GUARANTEE DEPOSIT

No Bid Guarantee Deposit will be required for this ITB.

1.13 PERFORMANCE OR PAYMENT BONDS

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

Contract Amount	Minimum Rating by A.M. Best
\$500,000.01 to \$2,500,000	None
\$2,500,000.01 to \$5,000,000	B+ or NA-3
	No Minimum Class
\$5,000,000.01 to \$10,000,000	A-Class IV
\$10,000,000.01 to more	A-Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as

set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

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>

All small/micro, minority/women and veteran certifications must be completed online using the following link: <https://miamidadeschools.diversitycompliance.com/>

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 VENDOR PREFERENCES

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local and state preference to businesses, 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.

LOCAL PREFERENCE:

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**.

STATE PREFERENCE:

When the Board is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in that state, Florida law requires that the Board shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this State. This preference must be equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the State and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this State shall be five percent (5%).

PROCESS:

Invitation To Bids:

Bidders claiming local vendor preference must submit a Local Business Affidavit of Eligibility (Exhibit 3) and a copy of their business license with their response.

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

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION

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 bid, 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 cancellation 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

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 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

1.24 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.

1.25 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 18 months from date of termination of award by the Board for a suspension and/or revocation and a period of up to three (3) years for a debarment depending upon the severity of the offense. 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.

1.26 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

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

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

The contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that

the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.” The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.27 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.

1.28 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.

1.29 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.

1.30 PUBLIC RECORDS LAW

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

that, in their judgment, may be considered a trade secret.

1.32 ASSIGNMENT

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

1.33 TERMINATION FOR CONVENIENCE

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

1.34 DEBARMENT

Pursuant to Board Policy 6320.04, *Contractor Discipline* – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.35 PURCHASES BY OTHER PUBLIC AGENCIES

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

1.36 NO GRATUITY POLICY

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

1.37 DAVIS-BACON ACT LABOR STANDARDS

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

1.38 INDEMNIFICATION

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

1.39 DUTY TO DEFEND

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

1.40 INSURANCE REQUIREMENTS

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

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

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

Part One: "Statutory"

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

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of

standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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

C. Automobile Liability Insurance

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

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

D. Professional Liability

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

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

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

E. Employee Dishonesty (Fidelity)

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

\$10,000,000 Each Occurrence

The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-

insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the Company.

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

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

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

1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, as evidenced by an active sunbiz or state corporations search document and/or Certificate of Good Standing. Certification should also be submitted to note that corporate status shall remain active and unchanged at the time of award of the contract. 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 the Proposer as evidenced by the name and contact information noted on the Exhibit 1 – Cover Page. In addition, set forth names (s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.

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: School Board of Miami-Dade Co., Account Payable, P.O. Box 01-2570, Miami, FL 33101, referencing the applicable District issued purchase order (PO) number.

Invoice delivery may also be via a PDF or Word Document email to: mdcpsvendorstatements@dadeschools.net. Please note if emailing invoices, DO NOT send a copy via US Mail. Do not ship materials if there is a price or item substitution without authorization. Price must match purchase order price and include only items shipped. Contact buyer for any changes.

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 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 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.

1.50 POST-AWARD DEBRIEFING

Any bidders/proposers, upon its written request received by the District seven (7) days after a Board award has been made for this said solicitation shall be debriefed and furnished the basis of the selection decision and contract award. The debriefing of successful and unsuccessful bidders/proposers may be done orally and/or in writing, which includes but not limited to a review of tabulation sheet and reasonable responses to relevant questions about the source selection procedures.

1.51 CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

SECTION 2.0 – SCOPE OF WORK

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 refrigeration equipment, components, incidental material and repair services for facilities throughout the Miami-Dade County Public School District. Refrigeration equipment that may be serviced shall include but not be limited to walk-in and stand-alone coolers/freezers, ice machines, milk boxes, etc. and incidental plumbing or electrical work.

The agreement between the successful proposer(s) and the Board will be non-exclusive. Furthermore, this ITB is a sheltered market solicitation, an affirmative procurement initiative designed to set aside a Board contract/project exclusively among S/MBE, M/WBE, and/or VBE firms. Each Bidder must provide documentation regarding its certification with the District. Failure to provide this documentation will deem the proposal non-responsive.

2.2 SCOPE OF WORK

The purpose of this bid is to establish a preapproved list of vendors to furnish all labor, supervision, equipment and materials necessary to replace and/or repair refrigeration equipment and related components at Miami-Dade County Public Schools' facilities. Projects may include any combination of work involving all types of equipment. Vendor(s) shall also be required to perform all associated and incidental work, including, but not limited to, repair/replacement of refrigeration equipment including walk-in and stand-alone coolers/freezers, ice machines, milk boxes, etc. and incidental plumbing or electrical work. Awarded bidder(s) will be required to provide a time and materials quote for repairs and installation, post award. M-DCPS reserves the right to award to approved vendors, on a rotating basis, any individual project whose cost is below the quote threshold.

If needed, this bid shall also provide an option with which Miami-Dade County Public Schools may acquire refrigeration 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.

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. The period for the training shall be mutually agreed upon by the vendor and the department.

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. specifications.
- 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) must be qualified to perform as per the scope of work of this ITB and adhere to the following:

- A. A Florida State Certified Class A Air-Conditioning Contractor License or shall provide a copy of an appropriate license to do refrigeration type work.
- B. A current chlorofluorocarbon (CFC), Type II Certificate in the handling, recovery and transition of refrigerants. The CFC certification must be maintained throughout the term of the bid. Failure to comply may result in disqualification or termination from the bid.
- C. 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.
- 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.
- E. All personnel employed by the vendor, including any subcontractor and subcontractor's employees, when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.

2.2.11 REFERENCES

- A. Florida Building Code (FBC), and associated codes and standards referenced therein. Latest Edition. specifications.
- 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. Owner: the School Board of Miami-Dade County, Florida, also referred to as M-DCPS.
- 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 claim.
- 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 claim.
- 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.

- J. Written Notice: delivery of a certified or registered letter to the vendor's last known business address, confirmed facsimile, or e-mail transmission.

2.2.13 PROJECT SUBMITTALS

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.

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 in writing, 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 the vendor does not respond within the time frame stipulated in the RFQ, or 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 vendor 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 RS 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.
- G. It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances.

2.2.21 TERMINATION AND REMEDY

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.

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.
- E. Invoices, required documents and manuals shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.

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.

2.2.25 CLEAN AIR ACT

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

2.2.26 BYRD ANTI-LOBBYING AMENDMENT

Contractors for an award greater than 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

2.2.27 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 provisions 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”).

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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 seven (7) pages, each proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. Copy of a Florida State Certified Class A Air-Conditioning Contractor License or an appropriate license to do refrigeration type work.		
d. A current Type II Certificate in the handling, recovery and transition of refrigerants. The chlorofluorocarbon certification must be maintained throughout the term of the bid.		
e. A list of all subcontractors that will be used as a part of this ITB.		
f. List of local or toll-free telephone numbers for normal business hours and after normal business hours contact.		
g. Documentation regarding current SBE/MBE certification issued by the Office Of Economic Opportunity, Miami-Dade County Public Schools.		
h. Three (3) references letters from organizations of comparable size and complexity to M-DCPS. This must be documented on Exhibit 5, Bidder Experience form, whereby each bidder uses one form per reference.		
i. Submission of all documents/plans stated in Section 2, Section 4, price proposal and the required forms and attachments, as stated in Section 5 of this ITB.		

SECTION 3.0 - PRICE PROPOSAL

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

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

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

3.1 PRICE BID FOR REFRIGERATION MAINTENANCE, REPAIR, REPLACE, REFIT, SUPPLY AND/OR INSTALL

As stated in Section 2.0 of this ITB, the District is seeking bids from qualified firms to furnish all labor, supervision, equipment and materials necessary to replace and/or repair refrigeration equipment and related components.

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

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) 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.

2) 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**.

3) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 5.0** 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 5.0**.

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	Submitted Bid Verification Document

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 BID 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 9, Proposal Submittal Receipt Form to the outside of the proposal.

SEALED PROPOSAL ENCLOSED	
(To be opened by the Contact Person noted below)	
Bidder's Name:	
Bidder's Address:	
Bidder's Telephone Number:	
<u>BID BOX</u>	
Miami-Dade County Public Schools Procurement Management Services Attn: <u>Heather Rose</u> <u>Procurement Analyst</u> School Board Administration Building 1450 N.E. 2 nd Avenue, Suite 650 Miami, FL 33132	
ITB No.: ITB-19-021-HR	
ITB Title: Refrigeration Maintenance; Repair, Replace, Refit, Supply And/ Or Install	
Proposal Due Date: Tuesday, January 14, 2020 by 2 p.m. EST (local time)	

SECTION 5.0 – ATTACHMENTS

Exhibit 1	Cover Page for Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Submitted Bid Document Verification Form

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EXHIBIT 1

Cover Page For Bid

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

Exhibit 2
ACKNOWLEDGMENT OF AMENDMENTS

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

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

Addendum #1, Dated _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

Addendum #4, Dated _____, 20__

Addendum #5, Dated _____, 20__

Addendum #6, Dated _____, 20__

Addendum #7, Dated _____, 20__

Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 3



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

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

PRINTED NAME OF AFFIANT

SIGNATURE OF AFFIANT DATE

TITLE

COMPANY NAME

FM-7138 Rev. (03-13)

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

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

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

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

Bid or Contract No. _____

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

STATE OF _____
COUNTY OF _____

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

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

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

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

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

Affiant's Signature

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 5
BIDDER EXPERIENCE**

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

Prime Bidder:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a School District? (Yes___ No___)

Duration of Client Relationship:

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

Additional information (attach pages as necessary):

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

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-19-021-HR
ITB Due Date:	Refrigeration Maintenance; Repair, Replace, Refit, Supply And/ Or Install
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
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 seven (7) pages, each proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. Copy of a Florida State Certified Class A Air-Conditioning Contractor License or an appropriate license to do refrigeration type work.		
d. A current Type II Certificate in the handling, recovery and transition of refrigerants. The chlorofluorocarbon certification must be maintained throughout the term of the bid.		
e. A list of all subcontractors that will be used as a part of this ITB.		
f. List of local or toll-free telephone numbers for normal business hours and after normal business hours contact.		
g. Documentation regarding current SBE/MBE certification issued by the Office Of Economic Opportunity, Miami-Dade County Public Schools.		
h. Three (3) references letters from organizations of comparable size and complexity to M-DCPS. This must be documented on Exhibit 5, Bidder Experience form, whereby each bidder uses one form per reference.		
i. Submission of all documents/plans stated in Section 2, Section 4, price proposal and the required forms and attachments, as stated in Section 5 of this ITB.		

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