	The School Board of Miami-Dade County, Florida **PROCUREMENT MANAGEMENT SERVICES** 1450 NE 2nd Avenue, Ste. 650, Miami, Florida 33132 305-995-4288 **Bidder Qualification Form**	**INVITATION TO BID (ITB)**

DUE DATE: Bids due on or before Thursday, April 13, 2023 at 1:00 p.m. Eastern Time (ET) via DemandStar.	ITB NO.: ITB-22-008-VF	RELEASE DATE: March 17, 2023	PURCHASING AGENT: Maritza Cozart
PLEASE REFER TO ATTACHMENT 14 FOR BID OPENING INFORMATION Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received after the date and time stated above shall not be considered for award.** Hard copy, faxed and/or emailed bids are not allowed and will not be considered for award.	BID TITLE: **Kitchen Equipment Repair, Replace and/or Install**		

SECTION 1 - BIDDER ACKNOWLEDGEMENT

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Box:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Sales Contact:
Sales E-Mail Address:	
E-mail Address to Send Purchase Orders:	
Federal Tax Identification Number:	

A. I hereby certify that I am submitting the following information as my firm's (Bidder) bid and I am authorized by Bidder to do so. Bidder agrees to complete an unconditional acceptance of the contents of all pages in this Invitation to Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid.

B. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

C. I certify that my Bidder satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

D. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures.

E. I certify that neither I, my company, 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.

F. *I agree that this bid cannot be withdrawn within **90** days from date due.*

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title of Authorized Representative

E-Mail Address of Authorized Representative

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SECTION 3 - CALENDAR

ITB Release Date	Friday, March 17, 2023
Pre-Bid Conference*	Thursday, March 30, 2023 at 11:00 am
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 607 811 8343 Passcode: 978824 One tap mobile + 13052241968,,6078118343# US +13126266799,, 6078118343# US (Chicago)
Deadline for Questions	Thursday, March 30, 2023, at 5:00 p.m. ET
Bid Due Date/Time	Thursday, April 13, at 1:00 p.m. ET
Virtual Bid Opening Meeting:	Thursday, April 13, at 2:00 p.m. ET
Bid Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) **(See instructions on Attachment 14)**
Projected Board Approval of Contract	May/June 2023
Contact Person for this ITB: Email Address: Telephone: Fax:	Maritza Cozart mcozart@dadeschools.net (305) 995-1613 (305) 995-2307

**Pre-Bid Conference attendance is not required. In compliance with Florida Statutes, Chapter 119, commonly known as the Florida Sunshine law this meeting will be recorded in its entirety.*

SECTION 4 - INSTRUCTIONS TO BIDDERS

Board policies may be accessed at: http://www.dadeschools.net/schoolboard/rules/

CONE OF SILENCE

The School Board of Miami-Dade County, Florida ("Board") enacts a *Cone of Silence* from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

A. "Cone of silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, invitation to bid, or other competitive solicitation between:

1. any person who seeks an award, including a potential vendor or vendor's representative, 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; and

2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.

B. A cone of silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. For unsolicited public-private partnership proposals, the cone of silence shall be imposed from the time the proposal is received in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals.

D. The cone of silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the Bidder and the bid and must be completed and submitted as page 1 of the bid.

1. **PERFORMANCE SECURITY** shall not be submitted with the bid. The form of performance security the Bidder will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.

2. **BIDDER CERTIFICATION AND IDENTIFICATION:** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO BIDDERS: Defines conditions of the bid.

1. **ORDER OF PRECEDENCE:** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

   A. Specifications
   B. Special Conditions
   C. Instructions to Bidders

C. BID PROPOSAL FORM: Defines requirement of items to be purchased and must be completed and submitted. The Bidder should indicate his/her name in the appropriate space on each page.

1. **ITEM SPECIFICATIONS**: Describes technical, performance, and packaging requirements for every bid line item. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the Bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.

2. **PRICES** are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (Bidder pays and freight charges. Bidder own goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in bid and there received by the designated agent of the Board.

3. **TAXES**: The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by Bidder who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board, in compliance with the bid submission requirements set forth under Section 5.4. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. ERASURES OR CORRECTIONS: When filling out the bid proposal form, Bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1 and 2 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR: Electronic submission ONLY, in accordance with the bid submittal requirements set forth under Section 5.4 and Attachment 14. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES: Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID": If not submitting a bid at this time, return the form entitled statement of "No Bid". Failure to respond, either by submitting a bid or the statement of "No Bid" form for three

consecutive times, may result in the company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION: Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

G. TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY: Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder. If Bidder is not registered to transact business in the State of Florida, Bidder must provide a copy of Bidder's current registration in their state of incorporation/ organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes.

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids 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. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a Bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any bids or proposals received for the canceled solicitation shall be returned to the Bidder unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. 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 650, 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."

V. PROTESTS

A Bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by F.S. 120.57(3) and Bylaw 0133, for resolution.

Protest of Specifications

Any notice of protest of the specifications contained in an Invitation to Bid (ITB) or Request for Proposal (RFP) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133 and/or F.S. 120.57.

For a protest of the specifications contained in an Invitation to Bid (ITB) or in a Request for Proposals (RFP) or Invitation to Negotiate (ITN), the Notice of Protest shall be filed in writing within seventy-two (72) hours after the posting of a solicitation. The Formal Written Protest shall be filed within ten (10) calendar days after the date the notice of protest is filed. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under this rule. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

Posting the Bond

The protesting party shall post a bond in a form consistent with F.A.C. Rule 28-110.005(2). A notice of decision or intended decision shall contain this statement: "Failure to file a protest within the time prescribed in F.S. 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under F.S. Chapter 120."

A. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance) – Pursuant to F.S. 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Board, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to The School Board of Miami-Dade County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the dollar value of the proposed contract.

1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.

2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

B. **Bond:** Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or $5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

C. **Bond**: Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.

D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the Board's decision or intended decision/action and shall file a Formal Written Protest within ten (10) calendar days after filing the Notice of Protest. The protesting Bidder shall also be required to post a bond, consistent with this rule. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under F.S. Chapter 120.57. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

The Board's notice of intended action shall be posted the Friday preceding the Board's Fiscal Accountability & Government Relations Committee meeting immediately prior to the Board meeting at which the contract will be awarded or approved. The notice of intended action can be found on the Procurement Management Services' website at: http://procurement.dadeschools.net/bidsol/asp/bid_portal.htm, under the NOTICES section located on the top left hand side of the page. The Board's monthly Committee meetings are posted on the District's Master Calendar page, which can be accessed via the following link: https://www3.dadeschools.net/Meetings/home. To find the Board Committee meeting for the current month, search under the "School Board and School Board Committee Meetings" category from the drop down menu, which can be found under the MEETINGS LISTING section of the page.

Parties interested in obtaining records related to any items noted in the notice of intended action shall submit a public records request to the District at prr@dadeschools.net. Such public records requests shall be addressed in accordance with Chapter 119 of the Florida Statute. If a public records request is related to an intent to protest, parties may wish to include a notation of such intent in their request.

The Formal Written Protest 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 matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

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 N.E. Second Avenue, Suite #311 Miami, Florida 33132
Phone: (305) 995-1440
Fax: (305) 995-1448
E-Mail: Dllopiz@dadeschools.net
celiarubio@dadeschools.net

VI. AWARDS

A. **RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. **NOTIFICATION OF INTENDED ACTION** will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.

C. **OFFICIAL AWARD DATE:** Awards become official upon the Board's formal approval of the award.

D. **TERMINATION FOR CONVENIENCE:** The Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement. The Board will only be required to pay that amount of the Agreement actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.

E. **TERMINATION OF AGREEMENT**: In addition to the above, the Board may terminate this Agreement upon thirty (30) days advance written notice to the Awarded Bidder, for default of Awarded Bidder, or due to lack of, or cancellation of, grant funds made available to the Board by a Federal grantor agency. Upon receipt of a notice of termination, the Awarded Bidder shall cease incurring additional obligations under this Agreement. However, the Board shall allow the Awarded Bidder to incur all necessary and proper costs, which the Awarded Bidder cannot reasonably avoid during the termination process. Each payment obligation of the Board created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this Agreement may be terminated by the Board at the end of the period for which funds are available. The Board shall notify the Awarded Bidder at the earliest possible time before such termination. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the Board terminated upon receiving notice of the attempted fraud as determined by the Board.

F. **PURCHASE ORDERS** sent to Awarded Bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase

order, the Bidder shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. G.

G. DEFAULT: A Bidder who fails to perform according to the terms of the Agreement (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend disbarment or suspension pursuant to Board Policy 6320.04.

H. BID DOCUMENTS: The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

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

J. IDENTICAL PRICES: When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to the vendor that has preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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 and shall be made to The School Board of Miami-Dade County, Florida, 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 or 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 Awarded Bidder of his/her cash security, or notification to the Awarded Bidder 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.

VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications.

When bid samples are required, the Board will notify Bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the Bidder's name, bid number, item number, and manufacturer's product name and number. When non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. Samples, product technical specification sheets and all required supporting documentation, are to be delivered to the Materials Testing and Evaluation Department within 48 hours of request from the Miami-Dade County Public Schools ("M-DCPS") Procurement Management Services department between 8:30 a.m. and 3:00 p.m. Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the Bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

C. The Materials Testing and Evaluation Department is located at:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Board will not be responsible for samples sent to a location other than the location mentioned in the bid.

D. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The Bidder will receive the original copy of the receipt and the duplicate copy will remain with the Board receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

E. PAYMENT FOR SAMPLES: The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES: Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by Awarded Bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing. No perishable samples submitted for testing and evaluation will be returned.

G. TESTING AND EVALUATION RESULTS: The Materials Testing and Evaluation Department will report to the Board the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

IX. SUBSTITUTIONS

Should the Bidder find it necessary to use a material, equipment, product or system other than specified, the Bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the Bidder to provide the materials as specified in the bid documents. In no case shall the Bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

A. If packaging is different from that specified, the Bidder must note the manner and amounts in which packaging is to be made; otherwise the Awarded Bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to ensure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number and/or Purchase Order Number
2. Bidder's Name and/or Trademark
3. Name(s) of Item(s) Contained
4. Item Number (s) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the Awarded Bidder(s), purchases may be made under this bid 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.

XII. RECYCLING REQUIREMENTS

Board supports recycling and recommends the use of recycled products where possible upon notification by the Board. Bidders are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Board encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY: Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments – 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING: Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Bidder, at no cost to the Board.

C. INVOICES: Each invoice shall be issued by the Awarded Bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. Invoice delivery may also be via a PDF or WORD document email to: mdcpsvendorsstatements@dadeschools.net. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT: Unless otherwise specified by Board, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the Awarded Bidder, unless otherwise requested, in writing, by the Awarded Bidder and accepted by Board Administration. The Bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. 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.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All Agreements involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Bidder certifies by signing the bid that the Bidder 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.

B. By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

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

D. 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 Bidder.

E. 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 Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

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

2. The Bidder 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 of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such

affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Bidder's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

XVII. COMPLIANCE WITH LAWS

Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. 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.

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 statues, 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 section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional 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 Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor 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 Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/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 were 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 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.

XIX. 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.

XX. CHARTER SCHOOLS

Items or Services awarded under this Agreement shall be made available to Charter Schools approved by the Board. Board is not responsible or liable for purchases that may be made by Charter Schools.

XXI. 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 Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of Board to make available for public inspection 119 and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

Bidder understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Bidder shall keep and maintain public records required by the School Board to perform the service. The Bidder shall keep records to show its compliance with program requirements. Bidders and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Bidder which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency. The Bidder shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Bidder or keep and maintain public records required by the School Board to perform the service. If the Bidder transfers all public records to the School Board upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

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

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXIII. ASSIGNMENT

This Agreement 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 Board. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV. 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").

XXV. LOBBYISTS

A. "Lobbyist" means a person, firm or corporation who is employed and receives payment from, or who contracts for economic consideration with, any principal, person or organization for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. For purposes of this rule, the term "Lobbyist" specifically includes the principal as well as any agent, officer, or employee of a principal regardless of whether they are employees of the principal whose normal scope of employment does not include lobbying activities.

B. One who is not an employee of a principal is a "lobbyist" if s/he is retained as an independent contractor or otherwise for payment or economic consideration by a person or governmental entity to lobby an agency on behalf of that person or governmental entity.

If a corporation, partnership, firm, or other business organization is retained for payment or economic consideration to lobby on behalf of another person or governmental entity, only the members, partners, associates, or employees of the entity who personally lobby on behalf of that person or governmental entity are "lobbyists."

C. The terms "payment" or "economic consideration" do not include receiving only reimbursement for actual travel, lodging, and meal expenses.

D. "Lobbying" means any oral or written communication, direct or indirect, with the Board, members of the Board, Board Committees, Board administrative assistants, Board Attorneys, or members of the District administrative staff, including site administrators and instructional staff for the purpose of doing business with the School District, the Board and/or schools, influencing any official action, non-action, or decision or attempting to obtain the good will of a Board member or employee of the School District.

XXVI. LOCAL-AND STATE VENDOR PREFERENCE

A. The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 dollars or the current formal bidding threshold set by statute.

B. Bidders claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

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

The School Board of Miami-Dade County, Florida approved item H-13 at the July 2013 School Board meeting. This item will ensure that current procurement processes establish a procedure aimed at requiring offices/director of contracted vendors to make full disclosure of their relationship with any Board committees, task force, or associations. The Bidder Qualification Form will now include the clause titled "Disclosure of Conflict of Interest.

Board policies may be accessed at: http://www.dadeschools.net/schoolboard/rules/

XXVIII. UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing **laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.**

XXIX. DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

XXX. PATENTS & ROYALTIES

The Awarded Bidder, without exception, shall indemnify and save harmless The School Board of Miami-Dade Country, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by The School Board of Miami-Dade patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Bidder shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by Bidder of any third-party trade secret in connection with any of the foregoing. Bidder will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Bidder uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In

addition, Bidders awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

XXXI. OSHA

The Awarded Bidder warrants that the product supplied to The School Board of Miami-Dade County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

XXXII. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest workmanship.

XXXIII. FACILITIES

Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice", Board may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

XXXIV. ASBESTOS AND FORMALDEHYDE STATEMENT

All building materials, pressed boards, and furniture supplied to Board shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.

XXXV. EXTENSION

In addition to any extension options contained herein, Board is granted the right to extend any award resulting from this bid. The extension period shall not be in excess of 90 days from (a) the termination date of an Agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an Agreement entered into as a result of this bid. Such extension shall be upon the same price, terms and conditions as existing at the time of Board's exercise of this extension right.

XXXVI. OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

XXXVII. PURCHASE AGREEMENT

This bid, and the corresponding Purchase Orders, will constitute the complete agreement. Board will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any Board employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on Board.

XXXVIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION; Lower Tier Covered Transactions

Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in 85.200, Debarment or Suspension, 85.201, Treatment of Title IVHEA participation, and 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [Board] and a person other than a procurement contract for goods or service, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C.23049g) and 41 U.S.C.253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. (The Board) may rely upon the certification of a prospective participant in a tier covered transaction that it and its principals are not debarred, suspended, for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Board shall require participants in lower tier covered transactions, to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

XXXIX. SEVERABILITY

In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid; illegal, unlawful, unenforceable or void in any respect; the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision of this Bid shall be considered as if such invalid, unlawful, unenforceable or valid provision had herein.

XL. DISTRIBUTION

. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for Bidder's failure to obtain complete bidding documents. Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

XLI. CONFIDENTIAL RECORDS

Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of

the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awarded Bidder agrees that it may create, receive from or on behalf of Board, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awarded Bidder represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the Board in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the Board, Awarded Bidder agrees to provide Board with a written summary of the procedures Awarded Bidder uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the Board to terminate any Agreement with Awarded Bidder.

All confidential records must remain within the continental United States.

XLII. PROPRIETARY INFORMATION

Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

XLIII. 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 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

XLIV. For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:

a) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

b) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.

c) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.

d) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

XLV. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235) "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XLVI. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Board 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.

XLVII. LICENSES, CERTIFICATIONS AND REGISTRATIONS

Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Miami-Dade County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awarded Bidder who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Chief Procurement Officer of Procurement Management Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awarded Bidder of its responsibilities under this ITB.

XLVIII. EXPENDITURE

No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. Board is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of Board.

XLIX. 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.

L. COMPLIANCE WITH SCHOOL BOARD POLICIES

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Cone of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 6320.02 Small/Micro, Minority/Women, and Veteran Business Enterprise Programs, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

LI. INDEMNIFICATION

To the fullest extent permitted by law, the Awarded 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 the Awarded Bidder's performance under this Agreement or to the extent

caused by negligence, recklessness, or intentional wrongful conduct of the Awarded Bidder or other persons employed or utilized by the Awarded Bidder in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to this Agreement otherwise available to the Awarded Bidder. The provisions of this Section are intended to require the Awarded Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Awarded Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Awarded 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 the Awarded Bidder's performance under this Agreement.

LII. ADA COMPLIANCE

Awarded Bidder agrees and warrants that its services and/or products comply with the Americans 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 School Board's programs and activities. Awarded Bidder agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Awarded Bidder further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Awarded Bidder's failure to comply with this requirement.

SECTION 5 - SPECIAL CONDITIONS

5.1 GENERAL INFORMATION

The purpose of this Invitation to Bid (ITB) is to establish a contract with a pre-approved list of vendors to furnish all labor, supervision, equipment and maintenance to replace, repair, retrofit, supply and/or install kitchen equipment and related kitchen components at Miami-Dade County Public Schools' facilities. Items covered under this ITB range from gas stoves, ovens, steamers, serving lines, boilers, walk-in and standalone coolers/freezers, ice machines, milk boxes, etc.

The term of the resulting agreement shall be for a period of three (3) years with two (2) successive options to renew of one-year each, all at the discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof.

5.2 METHOD OF AWARD

The Procurement staff, assigned to this ITB, will evaluate and award all responsive and responsible bidders regularly engaged in the **repair, replacement and/or installation of kitchen equipment**. The recommendation for award will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final. The agreement between the successful proposer(s) and the Board will be non-exclusive.

Awarded Pre-approved Bidders will be contacted for services under this bid as follows:

a. Projects under the current threshold of one-thousand dollars (1,000) may be awarded to bidders on a rotating basis.

b. For projects over the threshold of one-thousand dollars (1,000), awarded pre-approved bidders will be invited to participate in a Request for Quote (RFQ). A M-DCPS authorized representative will arrange a site scope meeting with all awarded vendors, so that they may be fully acquainted with the conditions that exist and the work to be quoted for that specific project. Bidder will be required to submit a lump sum quote for the designated project to Procurement Management Services and/or Facilities Operations, Maintenance. The project will be awarded to the lowest responsive, responsible bidder, meeting specifications.

c. For spot repairs, and emergency projects over the threshold of one-thousand dollars (1,000), awarded pre-approved bidders will be requested to complete a Time and Materials Quote Sheet after award of the bid. Vendors will be selected to perform time and materials repairs based upon: a) the submitted rates, b) the availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair, and c) the expertise of the vendor necessary to complete the type of repair needed.

Procurement staff may apply scoring incentives for registered businesses certified by the M-DCPS Office of Economic Opportunity, at the recommendation of the Goal Setting Committee, and/or vendors claiming local preference, in accordance with School Board Policy 6320.05. The Goal Setting Committee recommended that this solicitation be open with a 5% price preference for certified firms within the Metropolitan Statistical Area (MSA), and a 2% price preference for certified firms outside the MSA to be applied during the RFQ process.

5.3 PRICE ADJUSTMENTS

For firm fixed pricing, catalog discounts and/or preapproved vendor bids, it is expected that the prices submitted shall remain firm for the entire contract and extension period (if any). However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices. Therefore, the awarded bidder(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial contract term or each extension period to be valid for the upcoming contract extension period. This price adjustment is subject to approval by M-DCPS. All requests for price adjustments must be submitted in writing to M-DCPS Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify all requests as deemed to be in the best interest of M-DCPS with appropriate documentation provided to the awarded bidder(s). If mutually agreed upon, the price adjustment(s) shall be valid for the next contract and/or extension period unless the adjustment period is otherwise stated and approved by M-DCPS Procurement Management Services. Awarded bidder(s) who are granted price adjustments must make these price adjustments valid for the contract extension period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by M-DCPS personnel.

5.4 BID SUBMISSION

The entire bid packet must be submitted electronically via the e-bidding platform DemandStar. All bids must be neatly typed on 8 1/2” X 11” page size, with normal margins and spacing. **It should be noted that M-DCPS is no longer accepting submittal of bids in hard copy format. All bids must be submitted electronically via DemandStar.**

For more information on how to register on DemandStar, please refer to the instructions set forth in **Attachment 15.**

Bids must be received by the deadline for receipt of proposals specified in this ITB Timetable (Section 3).

Please note that bids are due on the date and at the time indicated in Section 3. Bid response submission to the Procurement Management Services via DemandStar 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 any delays in Bidder’s submission of their bid.

Bids must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. 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.

5.5 INSURANCE REQUIREMENTS

Bidders shall be required to provide, at the time of submittal of their bid, evidence of insurance coverages and limits meeting, 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: $100,000 Each Accident
$500,000 Disease - Policy Limit
$100,000 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:
$ 1,000,000 General Aggregate
$ 1,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence

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 Damage Combined

Failure to submit evidence of insurance, as outlined above, may cause the bidder to be considered non-responsive and ineligible for award.

In addition, upon award, the successful bidder shall provide a fully completed certificate of insurance signed by an authorized representative of the insurer providing the insurance coverages set forth hereinabove, and naming **"The School Board of Miami-Dade County, Florida and its members, officers and employees"** as an additional insured and certificate holder. Failure by the successful bidder to provide a fully completed certificate of insurance providing the insurance coverages outlined above, or to maintain such insurance coverages throughout the contractual period, including any extension periods, may cause the bidder to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the bidder shall relieve the bidder of the bidder's full responsibility to provide insurance as required herein.

The insurance provided by the bidder 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 bidder.

Compliance with these insurance requirements shall not limit the liability of the bidder. 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 bidder) available to the Board under this contract or otherwise.

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

As noted above, the certificate of insurance shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured and certificate holder, and shall be delivered to the following location, unless otherwise notified:

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

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

5.6 SMALL/MICRO, MINORITY/WOMEN, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to participation by businesses certified by the M-DCPS Office of Economic Opportunity, as part of all District contracting. The School Board has active 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. The application may be accessed through the following link: https://miamidadeschools.diversitycompliance.com/?TN=miamidadeschools

All certifications must be completed online using the following link: http://oeo.dadeschools.net/certification.asp Furthermore, vendors certified as a small/micro, minority/women, veteran and/or other qualifying certifications with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the Office Of Economic Opportunity (OEO). 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 businesses certified by the M-DCPS OEO can be found online at: https://miamidadeschools.diversitycompliance.com/?TN=miamidadeschools.

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 enter into an agreement with the Board. All vendors will be required to submit a monthly compliance report via the M-DCPS Online Diversity Compliance System for compliance with use of certified subcontractors 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 and/or submittal of the monthly compliance reports.

Please refer to Section 5.2 (Method of Award) for the certified firm participation information applicable to this ITB.

5.7 REQUIRED SUBCONTRACTOR/SUBCONSULTANT INFORMATION TO BE SUBMITTED BY THE BIDDER

If applicable, please include a completed Attachment 16 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) in your bid response to specify the name of the certified subcontractor/subconsultant, the proposed percentage or dollar amount of the work to be assigned to the certified subcontractor/subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. In addition, please refer to Section 5.6 for compliance reporting requirements when using a certified subcontractor.

Bidder(s) are required to provide notification of certified subcontractor substitution within five (5) business days of any change. Please note that the substitution of subcontractor must have prior approval by the Office of Economic Opportunity. All substitution requests should be submitted on the Substitution Form.

SECTION 6 - SCOPE OF WORK

Requests for quotations will be issued to awarded vendors on a per item basis. Prices for such request for quotations must be fixed and firm for the duration of the specified period. For all items under $1,000, the award of items will be based on a rotation of item requests. Failure to agree to the terms of the RFQ may disqualify vendors from future bidding on this ITB. The District, by requesting quotations, does not by implication commit itself to commencement or completion of any project.

6.1 SUMMARY

A. Purpose

The purpose of this bid is to establish a contract with a pre-approved list of vendors to furnish all labor, supervision, equipment and maintenance to replace, repair, retrofit, supply and/or install kitchen equipment and related kitchen components at Miami-Dade County Public Schools' facilities. Items covered under this ITB range from gas stoves, ovens, steamers, serving lines, boilers, walk-in and standalone coolers/freezers, ice machines, milk boxes, etc. 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. incidental plumbing or electrical work.

RFQ's, as described in Section 5.2, will be issued to acquire all items covered under this ITB, and maintenance to repair, replace, retrofit, supply and/or install equipment and parts from approved manufacturers and suppliers. Vendors may also be required to provide labor and parts for spot repairs on a time and materials basis.

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 vendor shall work during school off-hours, recess periods, Board authorized holidays or legal holidays, at no additional cost to the Board.

B. Site Inspection

1. The vendor shall have visited the sites and shall have inspected, be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate to fully understand the facilities, difficulties and restrictions attending the execution of the work. The vendor shall also thoroughly examine and be familiar with all the specifications and references herein.

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

C. Emergency Response

Where an emergency is deemed to exist by the M-DCPS authorized representative, the vendor shall be required to respond on a verbal notice to proceed issued by the 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 and back charging the vendor all associated costs.

D. Inspection and Punchlist

1. The M-DCPS authorized representative will monitor the vendor using appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections and shall give two working days' notice prior to the requested inspection date. If the work is not complete when the inspection occurs, the vendor may be held liable for the cost of the inspection.

2. Progress Inspection

   During the execution of projects performed under this contract, the M-DCPS authorized representative will regularly inspect the work for quality of materials and/or installation. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative.

3. Final Inspection

   Upon completion of the work, the vendor shall notify the M-DCPS authorized representative, and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be affected within 10 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.

4. Stoppage of work

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

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

   b. The vendor's activities result in damage to District property

   c. The vendor'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 or Inspector, would be a detriment to the best interests of the District if allowed to persist.

E. Subcontracting

Subcontracting is permitted under this contract. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor.

F. Communication

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

G. Training

If requested by the M-DCPS authorized representative, the vendor shall provide detailed training addressing startup, operation, preventive maintenance and repair for any equipment furnished under this contract.

H. Rebates

Any rebates received by the vendor which are due the owner for installation of energy conserving equipment shall be remitted, at the owner's discretion, as either a credit on the work order or as a cash deposit to the owner.

6.1.1.1 VENDOR QUALIFICATIONS AND REQUIREMENTS FOR DIRECT PURCHASE

A. Vendor must be a registered vendor with M-DCPS prior to award of Contract.

B. Vendors must be manufacturers, factory distributors or dealers for the equipment they are providing.

C. This bid shall be for new equipment, parts and supplies only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used, shopworn, demonstrator or prototype equipment parts or supplies are not acceptable and will be rejected unless approved by M-DCPS representative.

D. All electrical equipment shall bear the approval symbol or name of Underwriters' Laboratories, Inc., The Canadian Standards Association or ETL Testing Laboratories.

E. Initial delivery must be completed within thirty (30) days after receipt of order unless otherwise established on the price proposal. All deliveries will be made as indicated on each order.

F. All vendors must offer inside delivery (F.O.B. destination unless otherwise noted on the order).

G. M-DCPS will not pay a restocking charge for items returned in new, unused condition within thirty (30) days after time of delivery.

H. The successful vendor(s) shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract to M-DCPS. It shall be the responsibility of the vendor to notify the District of such rebates and/or special promotions during the contract period. The vendor(s) shall offer to the District special promotions provided that the new price charged for the item(s) is/are lower than that what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

I. Vendor(s) must indicate on company letterhead, the name, address, and phone number of the vendor representative who may make periodic scheduled visits and who will be available, upon request, to resolve billing and delivery problems.

6.1.1.2 VENDOR QUALIFICATIONS AND REQUIREMENTS TO FURNISH ALL LABOR, SUPERVISION, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL, REPLACE AND/OR REPAIR

A. At the time of the bid opening, and throughout the term of the contract, the successful vendors must be qualified and properly licensed to perform the scope of the work described herein.

B. Vendors, as a minimum qualification, must be a Factory Certified Contractor. Vendors who are licensed as General Contractors shall also be eligible to participate in this term bid. All vendors must possess a valid occupational license issued by Miami-Dade County.

C. All Vendors shall provide a minimum of three letters of reference of work performed within the South Florida area. Also, vendors shall include documentation of at least three years of experience in gas stoves, ovens, steamers, serving lines, boilers, walk-in and standalone coolers/freezers, ice machines, milk boxes, etc., as appropriate to the scope of work to be addressed by the bidder.

D. Only those Vendors intending to perform gas/petroleum work shall have a Florida State 0601 CATEGORY I - LIQUIFIED PETROLEUM GAS DEALER License or an appropriate license to do gas stoves, ovens, steamers, serving lines, boilers, walk-in and standalone coolers/freezers, ice machines, milk boxes, etc and repair, replace, retrofit, supply and/or install type work in Miami-Dade County. This license is not required in order to be placed on the approved vendor list; however, proof of such license shall be provided in response to applicable RFQs.

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

F. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.

G. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Policy 4124. A fine of $500 may be assessed for the first offense and termination of the contract for the second offense.

H. Vendor shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of such qualifications.

I. 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.

J. The vendor'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. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.

K. Upon arrival and departure at the job site, the vendor's personnel SHALL check in and out with the main office. There are NO EXCEPTIONS to this mandate! Refer to Section 4 INSTRUCTIONS TO VENDORS, Paragraph XVIII, BACKGROUND SCREENING REQUIREMENTS, of this ITB. The vendor shall also coordinate construction activities, including materials delivery as well as trash and/or scrap materials removal, with schools' administrative offices in order to minimize disruption of the educational process.

6.1.2 REFERENCES

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

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

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

These Master Specifications may be accessed at: http://facilities.dadeschools.net/2004-MasterSpec.asp

C. National Electrical Code

D. Florida Fuel Gas Code

E. Florida Fire Prevention Code

F. National Fire Protection Association Code (NFPA)

G. Miami-Dade County Public Schools' Board Policy 6320, PURCHASE APPROVAL AND COMPETITIVE BIDDING PROCESS REQUIREMENTS.

H. 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.

6.1.3 DEFINITIONS

A. Owner: Shall mean The School Board of Miami-Dade County, Florida, also referred to as M-DCPS or, Board.

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

C. M-DCPS authorized representative: Shall mean the individual(s)/firm(s) designated by the Owner to coordinate, schedule and accept for payment the work covered by this contract document.

D. Inspector: Shall mean an authorized representative of Facilities Operations, Maintenance, or designee.

E. Vendor or Bidder: Refers to the person, firm or corporation authorized to do business with The School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.

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

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

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

I. Final Acceptance: Shall mean 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.

J. Emergency: Shall be determined by the M-DCPS authorized representative requiring a response from the vendor within twenty-four (24) hours.

K. Written Notice: Shall mean delivery of a certified or registered letter to the vendor's last known business address or confirmed facsimile or E-Mail transmission to the Owner or vendor.

L. Project: Shall mean a specific planned undertaking consisting of the scope of work defined in the project site scope meeting of these specifications, including all work incidental thereto.

6.1.4 SUBMITTALS

A. Vendor shall submit a proposal for each project.

B. When applicable to the project, prior to issuance of a Notice to Commence/purchase order and commencement of work, the vendor shall submit manufacturers' specifications and drawings for all equipment to be installed.

6.1.5 PROJECT CONDITIONS

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

6.1.6 CONTRACTOR PRE-QUALIFICATION

Awarded contractors will be permitted to perform work classified as general maintenance and repair under the authority of the Annual Maintenance Permit. However, some work generally accomplished under the Annual Maintenance Permit may require the Vendor to be pre-qualified. Only contractors who have successfully been prequalified pursuant to State Requirements for Educational Facilities (SREF [2014]), Chapter 6-2, Section 4.1(8), Florida Statute 1013.47(2), and M-DCPS Board Policy 6334, will be permitted to perform such work. Additionally, only pre-qualified contractors can perform work classified as construction and any work requiring a separate permit from the M-DCPS Building Department. Any contractor who does not possess a Contractor Prequalification Certificate at the time of bid award, shall be prohibited from receiving an award for work that requires such certification until such time that the vendor obtains this certification. The Contractor Prequalification Application may be obtained at http://oeo.dadeschools.net/#!/fullWidth/291.

6.1.7 PERMITS

This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for obtaining this Permit. However, a specific building permit will be required for any category of work administered and supervised by any M-DCPS department other than Maintenance Operations and certain projects defined by the Florida Building Code, including, but not limited to, all projects estimated to cost $200,000 or more, and any work categorized as remodeling. The vendor will be responsible for obtaining these specific permits from the Miami-Dade County Public School's Building Code Compliance Office.

6.1.8 DESIGN/DRAWING REQUIREMENTS

A. If it is determined by the M-DCPS authorized representative that signed and sealed drawings by a Florida Registered design professional are required for any work under this contract, such shall be

considered incidental to the work, and shall be provided by the vendor. The requirement for these services shall be made a part of the scope of work identified in these specifications, and the cost shall be included in the proposal.

1. Said services shall include, but not be limited to, the provision of all design and construction documents as specified, calculations, shop drawings, record drawings, and submittals. All design and construction documents, calculations, shop drawings, and record drawings may be required to be signed and sealed by a design professional. The vendor, through a responsible design professional, shall also provide, if necessary, the executed forms, studies, and other documentation required by applicable codes and agencies having jurisdiction.

2. The vendor shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies until approved. The vendor shall direct specific attention in writing or on resubmitted documents to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s). The District shall not be liable for any parts or materials ordered by the vendor prior to approval of design documents.

3. All drawings and specifications produced by the design professional(s) shall become the property of the Board at the completion of the work. The vendor shall provide four (4) sets of prints and technical specifications; two of these sets must be signed and sealed.

B. The vendor shall submit the name, address and current Florida registration for all design professionals for each proposal which requires design services. The Board reserves the right to approve or disapprove the design professional. If disapproved, the vendor shall be required to provide an alternate.

C. For projects which the Board provides design documents, the vendor shall review the plans and identify any discrepancies, inconsistencies, mistakes, etc. prior to preparation of a cost proposal. Prior to commencement of construction, the vendor shall verify measurements in the field, and identify any differences from the furnished drawings.

D. For projects which do not require signed and sealed documents, the vendor shall furnish shop drawings, record drawings, and any other documents and/or information as may be required in support of the work. The Board reserves the right to approve all drawings and submittals.

E. Shop Drawings

1. The vendor shall review, approve and submit six sets of all shop drawings and samples required for the work. Shop drawings and samples shall be identified as specified, or as required by the M-DCPS authorized representative. At the time of submission, the vendor shall inform the M-DCPS authorized representative, in writing, of any deviation of the shop drawings or samples from the requirements of the project scope.

2. The vendor shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The vendor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s).

3. No portion of the work requiring a shop drawing or sample submission shall commence, nor shall the District be liable for any parts or materials ordered by the vendor until the submission has been approved. All such portions of the work shall be in accordance with approved shop drawings and samples.

F. Upon completion of the work and final acceptance by M-DCPS, The vendor shall furnish:

1. Four sets of reproducible record drawings and technical specifications. One set shall be on Mylar, and the remaining copies shall be blue line or bond, and one set in Auto Cad format. All copies shall be stamped “AS BUILT”.

2. Three copies of maintenance and operating manuals for any equipment included in the scope of work and supplied by the vendor.

G. M-DCPS reserves the right to withhold final payment until receipt of these documents.

6.1.9 PERFORMANCE SECURITY

Vendors shall not be required to submit performance security in order to be awarded on the list of pre-approved vendors. However, in the event that the value of an individual project meets the criteria specified in Florida Statute 255.05, and reflected by M-DCPS Board Policy 6320, the vendor awarded the project shall provide performance security for that project in the amount and manner established in the INSTRUCTIONS TO VENDORS.

6.2 EXECUTION

6.2.1 PROJECT SITE SCOPE MEETING/REQUEST FOR QUOTES (RFQ)

A. When notified in writing via facsimile, letter, or other documented method, approved vendors shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the vendors shall be required to participate in this site scope meeting within two working days of notification. Vendors not attending a project site scope meeting will not be allowed to submit a proposal for that project.

The vendors shall submit a detailed proposal to Procurement Management Services and/or Facilities Operations, Maintenance within five working days of the Project Site Scope Meeting, unless otherwise specified at the meeting. By submitting a proposal, the vendor is agreeing to accomplish the work defined at the Project Site Scope Meeting, and it is the vendor’s responsibility to include all necessary items prior to submission to Procurement Management Services and/or Facilities Operations, Maintenance. 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

B. The lowest responsive, responsible vendor meeting specifications shall be awarded the project on a lump sum basis. Prices shall remain firm and fixed for a period of ninety (90) days from the date of submittal.

C. All quotes must be submitted on forms provided by the M-DCPS authorized representative.

D. The District, by requesting proposals, does not by implication commit itself to commencement or completion of any project.

6.2.2 PROJECT EXECUTION

A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 6.1.3, 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. Vendor 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 vendor shall be required to participate in a preconstruction 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. Vendor 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 vendor shall immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

6.2.3 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 quote (RFQ) to the vendor assigned the project in order to maintain continuity and progress of the work. The time frame for response shall be stated in the RFQ. Vendor error or omission shall not be cause for any additional cost or concomitant issuance of a supplemental purchase order.

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 the vendor'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 vendor and the M-DCPS authorized representative.

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

6.2.4.1 TIME AND MATERIAL REPAIRS

A. When the need arises, MDCPS may require vendors to respond to requests for repairs on a time and materials basis. Vendors will be required to complete a Time and Materials Quote Sheet subsequent to award.

B. Vendors will be selected to perform time and materials repairs based upon 1) the submitted labor rates, the material markup percentage and 2) availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair and 3) the expertise of the vendor necessary to complete the repairs.

6.2.4.2 SUPPLY OF GAS STOVES, OVENS, STEAMERS, SERVING LINES, BOILERS, WALK-IN AND STANDALONE COOLERS/FREEZERS, ICE MACHINES, MILK BOXES, ETC. TO REPAIR, REPLACE, RETROFIT, SUPPLY AND/OR INSTALL EQUIPMENT/PARTS

A. The M-DCPS authorized representative may, via facsimile, letter or other documented method, issue a RFQ to approved vendors. The RFQ may include, but not necessarily be limited to, a performance and/or manufacturer's model specification for equipment to be purchased, options and delivery schedules.

B. The vendors shall, within the time frame stated in the RFQ, submit a quote. This quote shall contain the firm price of the materials or equipment specified, delivery date, delivery location and itemized cost of any special conditions, extended warranty or options stipulated by the RFQ.

C. The approved vendor submitting the lowest cost meeting specifications shall be awarded.

D. Vendor shall provide three copies of maintenance and operating manuals with the equipment at time of invoicing.

E. M-DCPS reserves the right to purchase from approved vendors, on a rotating basis, any equipment or component whose cost is below the quote threshold.

6.2.5 PROTECTION AND CLEANUP

A. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The vendor shall also insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. Any such damage shall be corrected by the vendor at the vendor's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.

B. 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.

C. Vendor, its employees and/or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without permission prior to commencement of project from the M-DCPS authorized representative.

D. Vendor's materials, equipment and tools which are not in use shall be stored in a secured location supplied by the vendor.

E. M-DCPS is not responsible for loss of tools, equipment or supplies.

F. Site shall be left in a "demolition debris free" condition upon completion of work

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

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

6.2.6 TERMINATION AND REMEDY

A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor(s).

B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and default the vendor if material or procedures are used other than those specified.

C. In the event that the vendor 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 vendor, 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 vendor, accomplish the work in any manner it chooses, with all direct and indirect costs of such work being borne by the vendor.

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

E. Vendors which exhibit repeated patterns of non-responsiveness to requests for proposals may be disqualified from future work under this bid.

F. Failure by M-DCPS to invoke any of its rights under this contract shall not constitute a waiver of these rights nor prevent their exercise. Exercise of any provision of this section does not preclude the District from pursuing remedies available through law, rule or any other provision of this contract.

6.2.7 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.

6.2.8 INVOICING

A. All invoices shall be submitted in conformance with Section XIV. DELIVERY AND BILLING, paragraph C INVOICES of this contract.

B. A duplicate original invoice shall be submitted simultaneously to the M-DCPS authorized representative identified in the item description of the purchase order with the information listed below:

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

    a. M-DCPS purchase order number (P.O.#) and release number, when appropriate.
    b. Scope of work performed
    c. Start and completion date(s) of work performed.
    d. Work location where services were provided.
    e. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
    f. Final release of claim from the vendor.
    g. Written warranty.
    h. Three copies of maintenance and operating manuals for all equipment
    i. Signed service tickets verifying work hours performed. (T&M only)
    j. Valid receipts or invoices from materials. (T&M only)

C. 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 vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.

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

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.

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

6.2.9 WARRANTY

A. The vendor 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 RFP process.

B. This warranty shall be provided to the Board, in writing, at time of final invoicing.

C. Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall remedy any defects 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.

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

6.2.10 AUDIT AND INSPECTION OF RECORDS

The vendor agrees that M-DCPS, or any of its agents or authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other books, records, and accounts pertaining to the work performed under this contract. Further, the vendor agrees to maintain all records related to this contract for a minimum of three years after completion of the contract.

SECTION 7 - BID SUMMARY EXCEL SPREADSHEET

PRICING IS NOT REQUIRED FOR AWARD ON THIS ITB.

A. As outlined in Sections 5.2 and 6.2.1, vendors meeting the requirements of this ITB, will be added to a pre-approved list, and shall receive a Request For Quotes (RFQ), to furnish all labor, supervision, equipment and materials necessary to execute the project. Projects may include any combination of interior and exterior work involving all types of equipment. At the time of the RFQ, pre-approved vendors will be required to submit a lump sum quote for the designated planned project. The project will be awarded to the lowest responsive, responsible vendor, meeting specifications.

B. Time and Material Repairs (as referenced in Sections 5.2 and 6.2.4 this ITB):

1. M-DCPS will require vendors to respond to requests for repairs on a time and materials basis.

2. Vendors will be requested to complete a Time and Materials Quote Sheets after award of the bid.

3. Vendors will be selected to perform time and materials repairs based upon:

    a. The submitted rates;
    b. The availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair; and
    c. The expertise of the vendor necessary to complete the type of repair needed.

The Bidder shall offer all the elements of this ITB and meet all service requirements and specifications listed within Section 6.0 – Scope of Work, including furnishing labor, supervision, and materials necessary for this work.

The information contained on this ITB is to be utilized solely for preparing the proposal response to this ITB and does not constitute a commitment by the District to procure any product in any volume.

The Remainder of this page was left intentionally blank.

SECTION 8 - FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

ATTACHMENT 1	COVER PAGE
ATTACHMENT 2	STATEMENT OF “NO BID”
ATTACHMENT 3	ACKNOWLEDGEMENT OF AMENDMENTS
ATTACHMENT 4	CONFLICT OF INTEREST
ATTACHMENT 5	DEBARMENT
ATTACHMENT 6	INSTRUCTIONS
ATTACHMENT 7	BIDDER’S PREFERENCE
ATTACHMENT 8	DRUG-FREE WORKPLACE (must be notarized)
ATTACHMENT 9	LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY (must be notarized)
ATTACHMENT 10	ANTI-COLLUSION STATEMENT
ATTACHMENT 11	BIDDER EXPERIENCE
ATTACHMENT 12	SUBMITTED BID DOCUMENT VERIFICATION FORM
ATTACHMENT 13	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
ATTACHMENT 14	BID OPENING INSTRUCTIONS
ATTACHMENT 15	DEMANDSTAR REGISTRATION INSTRUCTIONS
ATTACHMENT 16	STATEMENT OF INTENT TO PERFORM AS A CERTIFIED SUBCONTRACTOR/SUBCONSULTANT

ATTACHMENT 1 - COVER PAGE

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:_____

MAILING ADDRESS:

Street Address:_____

City, State, Zip:_____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***

BIDDER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain):_____

IF CORPORATION:

Date Incorporated/Organized:_____

State Incorporated/Organized:_____
(attach current registration from state of incorporation/organization)

If Bidder was not incorporated/organized in the State of Florida, attach current registration authorizing Bidder to transact business in Florida.

If Bidder is not registered to transact business in the State of Florida, state below the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes:_____
_____
_____

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 (Also refer to Section 5.7 and Attachment 16):_____
_____

BIDDER'S AUTHORIZED SIGNATURE:
The undersigned hereby certifies that this bid is submitted in response to this solicitation.

Sign Name:_____ Date:_____

Print Name:_____ Title:_____

ATTACHMENT 2 - STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" sheet and submit via Demandstar, prior to the Bid Due Date established herein

This information shall help M-DCPS in the preparation of future Bids.

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____ Email: _____

√	**Reasons for "No Bid":**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____

ATTACHMENT 3 - ACKNOWLEDGEMENT OF AMENDMENTS

I**nstructions:** Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each addendum received in connection with this solicitation. Please include a signed copy of each addendum.

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: _____

ATTACHMENT 4 - CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME: _____

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of M-DCPS. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	M-DCPS Title or Position of Employee	M-DCPS Department/School of Bidder's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of M-DCPS.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of M-DCPS have been identified above.

_____ Signature

_____ Printed Name

ATTACHMENT 5 - DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011- title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name

_____ _____

Name(s) Title(s) of Authorized Representative(s)

_____ _____

Signature(s) Date

ATTACHMENT 6 - INSTRUCTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 7 - BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME: _____

Section 1: Attorney for an Out-of-State Bidder must complete and sign Section 1

Section 2: Florida Bidder must complete and sign Section 2 and have it notarized

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of–state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with submitted bid. Such opinion should permit M-DCPS' reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084.

Florida Bidders are not required to have an Attorney render an opinion, but the Florida Bidder must complete its portion of this form.

Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1 **LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES**
(Must Select One)

_____The Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____The Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Miami-Dade County, Florida in the letting of public contracts

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2 **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY – FLORIDA BIDDER MUST COMPLETE AND SIGN THIS SECTION AND HAVE IT NOTARIZED ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS T**

(Must Select One)

_____The Bidder's principal place of business is in the political subdivision of Miami-Dade County, Florida.

_____The Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____The Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:_____

_____

_____

Page 1 of 2

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME; the undersigned authority, in and for the State of Florida, 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.

_____
SIGNATURE OF AFFIANT DATE

_____
PRINTED NAME OF AFFIANT

_____
TITLE

_____ _____
COMPANY NAME

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

Page 2 of 2

ATTACHMENT 8 - DRUG-FREE WORKPLACE

VENDOR NAME: _____

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Miami-Dade County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this_____day of_____, 20____.

Personally known _____ _____or

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____
(Type of Identification)

Form #4530 3/93 (Printed, typed, or stamped commissioned name of notary public)

ATTACHMENT 9 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

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

ATTESTATION - I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

ATTACHMENT 10 - 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 or 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: _____

EMAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Revised 11/19/20

ATTACHMENT 11 – VENDOR REFERENCE SURVEY FORM

Bidder must submit three (3) completed Vendor Reference Survey Form with ITB. Understand that each agency may be contacted to verify the validity of the partnership between the Bidder and the Agency/Client.

Reference for: **ITB-22-008-VF – Kitchen Equipment Repair, Replace and/or Install**

Bidder's Name: _____

Agency (Client) Name: _____

Agency Contract: _____

Dollar Amount of Contract: _____

Brief description of product/services provided: _____

_____

Please rate your experience with the vendor/bidder.

Please use the following scale to answer the questions:

Rating: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. ____
2. Rate the competency and accessibility of the personnel performing the work. ____
3. Rate the Contractor's success at keeping you updated/informed of problems/issues. ____
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. ____
5. Rate the Contractor's success at working cooperatively with Owner's personnel. ____
6. Rate the Contractor's ability to meet deadlines. ____
7. Rate the accuracy and completeness of invoices and payment applications. ____
8. Rate the level of comfort and confidence you had in the contractor during the project. ____
9. Rate the overall performance of the Contractor. ____

Additional Comments: _____

_____

Evaluator Name: _____ Title: _____
(Please print – Person completing survey)

Evaluator Signature: _____ Date: _____
(Person completing survey)

Evaluator Phone: _____ Evaluator Email: _____

_____

Reference Verified By: _____ Date: _____
(Please print)

ATTACHMENT 12 - SUBMITTED BID DOCUMENT VERIFICATION FORM

All bidders are required to submit the following information to be considered for award. Failure to submit any of the required documents with the bid will cause the bidder to be considered nonresponsive and ineligible for further consideration. Each bidder must include the following information within their submittal:

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. If Bidder is not registered to transact business in the State of Florida, Bidder must provide a copy of Bidder's current registration in their state of incorporation/organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes. **This information must be documented on Attachment 1 (Cover Page), along with submittal of required incorporation/organization documentation.**		
c. All vendors shall provide a minimum of three (3) letters of reference, of work performed within the South Florida area. Also, vendors shall include documentation of at least three (3) years of experience in gas stoves, ovens, steamers, serving lines, boilers, walk-in and standalone coolers/freezers, ice machines, milk boxes, etc., as appropriate to the scope of work to be addressed by the bidder.		
d. Submission of all documentation/information stated in this ITB, including, without limitation, the documentation, information and/or plans stated in Sections 5, 6, and 7 of this ITB, as well as the required forms and attachments, as stated in Section 8 of this ITB.		
e. If applicable, please include a completed Attachment 16 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your bid response</u> to specify the name of the certified subcontractor/subconsultant, the proposed percentage or dollar amount of work to be assigned to the certified subcontractor/subconsultant, if any, along with the scope of work the certified subcontractor/subconsultant will provide related to this solicitation.		
f. Vendors must be a Factory Certified Contractor.		

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

Name of Bidder:_____

_____ _____

Signature of Bidder's Authorized Representative *Date*

_____ _____

Printed Name *Title*

For Internal Use Only:

Signature of Originating Department (as applicable)	*Date*
Printed Name	*Title*
Procurement Staff Name/Signature	*Date*

ATTACHMENT 13 - FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT

The State of Florida has enacted a law that requires proposers 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 Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July l, 1989.

All Proposers 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.

ITB 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 proposer or contractor) is_____.

2. My relationship to _____(name of proposer 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 Statues includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, l989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contender.

5. I understand that “affiliate” is defined by the statute to mean (l) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer 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 Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer 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 Proposer 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

Page 2 of 2

ATTACHMENT 14 - BID OPENING INSTRUCTIONS

ITB-22-008-VF
KITCHEN EQUIPMENT REPAIR, REPLACE AND/OR INSTALL

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Thursday, April 13, 2023**, via the e-bidding platform DemandStar.

NOTE: M-DCPS is no longer accepting submittal of bids in hard copy format. All bids must be submitted electronically via DemandStar.

For bid submittal requirements or instructions, please refer to **Section 5.4** of this ITB.

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The bid opening will take place virtually via zoom.

Thursday, April 13, 2023 at 2:00 p.m. ET
Meeting ID: 963 8325 8347
Passcode: 978824
One tap mobile
+16468769923,,96383258347# US (New York)
+13017158592,,96383258347# US (Germantown)

ATTACHMENT 15 – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to:

   https://www.demandstar.com/app/registration.

2. On the **Get Started! Create your free DemandStar account** page, fill in your **E-mail address** and your **Company Name**.

3. Read and accept the Terms of Use and Privacy Policy.

4. Choose your Free Agency: Please type **Miami-Dade County Public Schools** and select it, click next.

5. Input your Company Contact Information and click Submit.

6. Input your Contact Information and click Submit.

7. An email will be sent for you to confirm your account.

8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305

ATTACHMENT 16 - STATEMENT OF INTENT TO PERFORM AS A CERTIFIED SUBCONTRACTOR/SUBCONSULTANT

Solicitation No.:_____
Solicitation Title:_____

A signed *Statement of Intent to Perform as a Certified Subcontractor/Subconsultant* form must be completed by the owner or authorized principal of each firm certified by the Miami-Dade County Public Schools (M-DCPS) Office of Economic Opportunity, listed in the Proposer's/Bidder's submittal to perform work on the above solicitation as a subcontractor/subconsultant.

STATEMENT OF INTENT
The undersigned is a vendor certified by the M-DCPS Office of Economic Opportunity: ☐ Yes ☐ No _____ (Name of M-DCPS certified firm) agrees to perform work as a subcontractor/subconsultant on the above solicitation as a (check one): ☐ Individual ☐ Partnership ☐ Corporation The M-DCPS certified firm named above will enter into a formal agreement with _____ (Name of Bidder/Proposer) to perform work as a subcontractor /subconsultant on the above solicitation conditioned upon the Bidder/Proposer executing a contract with M-DCPS.

DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed by the certified subcontractor/subconsultant named above:			
Item No.	Type of Work	Agreed Upon Price	% of Work
		$	%
		$	%
		$	%
	TOTAL VALUE OF WORK	$	%

M-DCPS CERTIFIED SUBCONTRACTOR/SUBCONSULTANT SIGNATURE	
_____ (Signature) M-DCPS Certified Subcontractor/Subconsultant	_____ Title
_____ (Print) Name of M-DCPS Certified Subcontractor/Subconsultant	_____ Date