



Miami-Dade County Public Schools

giving our students the world

MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS)
PROCUREMENT MANAGEMENT SERVICES
SCHOOL BOARD ADMINISTRATION BUILDING
1450 N.E. SECOND AVENUE, ROOM 650
MIAMI, FLORIDA 33132

REQUEST FOR QUOTATIONS (RFQ)

ISSUE DATE: Wednesday, April 04, 2018
RFQ NO. AND TITLE: RFQ-17K-037 WLRN Appraisal Services
RFQ DUE DATE AND TIME: Friday, April 6, 2018 at 2:00 pm EST

QUOTATIONS WILL BE ACCEPTED VIA EMAIL TO: chodge@dadeschools.net.

GENERAL INFORMATION: The District is soliciting Request for Quotations from qualified, interested bidders, for the items listed within this RFQ document. This page must be signed by an authorized company representative and returned along with the quotation, to indicate acceptance of all terms and conditions of the RFQ.

M-DCPS Direct Contact: chodge@dadeschools.net

PURPOSE: Quotes are being solicited to obtain the services of outside agencies interested in providing appraisal services that will assess the market value of WLRN assets and the overall building for Miami Dade County Public Schools non-commercial educational broadcast stations and associate broadcast auxiliary stations.

(PLEASE PRINT CLEARLY)

LEGAL NAME OF Quoter: _____
QUOTER'S SIGNATURE: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE/FAX NUMBER: _____
EMAIL: _____

Quotations must be signed by an authorized officer of the company, who is legally authorized to enter into a contractual relationship in the name of the company. The submittal of a quotation by a vendor will be considered by the District as constituting an offer by the vendor at the stated prices.



Proposer must be able to provide services in one of two of the below listed categories:

1. Appraisal to assess over building of WLRN located at 172 NE 15th St., Miami, FL 33132
2. Appraisal of Technology, furniture, fixtures, equipment, transmitters and licenses.

Proposer must be able to provide valuations for the following: I

- i. The School Board of Miami-Dade County, Florida ("MDCPS") is the licensee of the following non-commercial educational broadcast stations and associated broadcast auxiliary stations:

Call Sign	Community	Service
WLRN-TV	Miami, FL	Digital Television
WPNM419	Miami, FL	TV STL
KA88874	Miami, FL	TV Pickup
WLRN-FM	Miami, FL	FM
KC25018	Miami, FL	Remote Pickup Unit
WKWM	Marathon, FL	FM
W221AY	Tavernier, FL	FM Translator
W227AD	Key Colony Beach, FL	FM Translator
W206AS	Big Pine Key, FL	FM Translator
W263BO	Key West, FL	FM Translator

- ii. In addition to these broadcast stations, MDCPS holds licenses for the following satellite earth stations:

Call Sign	Community	Service
E880981	Miami, FL	Receive Only
E910482	Miami, FL	Transmit/Receive
E050185	Miami, FL	Receive Only

- iii. MDCPS holds other non-broadcast licenses for stations integrated into the studio and transmitting facilities of its broadcast operations, notably the following Educational Broadband Service stations (EBS):

Call Sign	Community	Service
KT884	Miami, FL	EBS
KT885	Miami, FL	EBS
WHA956	Miami, FL	EBS
WHG230	Miami, FL	EBS
WQJ1817	Miami, FL	EBS

- iv. MDCPS also holds the FCC Antenna Structure Registration , ASRN 1041402, for a 308 meter (1010 foot) broadcast tower located at 3300 SW 52nd Avenue, Pembroke Park, FL.



- v. WLRN has a domain name, www.WLRN.org, that is associated with MDCPS' broadcast stations. Among other things the [WLRN.org](http://www.WLRN.org) website contains links to streaming internet audio of both the WLRN-FM public radio programming service and the WLRN HD2 classical music programming service.
- vi. WLRN-FM has programming arrangements with Station WFLV, West Palm Beach, Florida, allowing broadcast of WLRN-FM's programming on one of WFLV's HD signals. This programming is then rebroadcast on the analog signal of WFLV's FM translator station W270AD, West Palm Beach, Florida.
- vii. TV Transmission Technology. Station WLRN-TV is a full power digital television broadcast station licensed to operate on digital channel 20 with an effective radiated power of 870 kW and an antenna center of radiation 301 meters (988 feet) above average terrain. The WLRN-TV antenna is top-mounted on the MDCPS tower in Pembroke Park, Florida. As a result of the repacking of the UHF television band following the 2017 television incentive auction, WLRN-TV is required to change its digital broadcast channel from channel 20 to channel 26. The station holds a construction permit authorizing it to construct facilities that will operate on Channel 26 from the Pembroke Park tower with an effective radiated power of 1000 kW and an antenna center of radiation of 301.7 meters above average terrain. Under the present television repack schedule, WLRN-TV is required to be operating on channel 26 on April 12, 2019.
 - i. The television transmission technology used by WLRN-TV is the ATSC technology required in 47 CFR 73.682(d) (2010). This requires the station to transmit data at a rate of 19.4 megabits per second, a data transmission rate that can support multiple channels of video programming, including high definition video programming. Currently WLRN-TV broadcasts a single high definition video programming stream.
- viii. The WLRN-TV and WLRN-FM transmission facilities at the Pembroke Park transmitting site are designed to withstand extreme weather conditions. The tower is constructed to ANSI/TIA/EIA 222-G tower standards. The concrete block transmitter building has an uninterruptable power supply, an auxiliary generator and multiple air conditioning units.
- ix. TV Origination Technology. The studios of WLRN-TV, located at 172 NE 15th Street, Miami, Florida, include state of the art digital television origination facilities. Network programming is received by satellite earth stations located at the site. Programming is stored for broadcast in the digital servers supporting the broadcast operation. It is then fed into the television transmitter over a fiber optic line connecting the studios with the transmitter site. The WLRN TV studios also have two separate television studios capable of producing live or pre-recorded local programming for broadcast. Post-production captioning of programs is outsourced to captioning contractors.
- x. Radio Transmission Technology. MDCPS radio programming is broadcast over facilities located through South Florida, from West Palm Beach to Key West. The main radio facility is WLRN-FM, Miami, Florida. Station WLRN-FM operates on 91.3 MHz from an antenna side-mounted on MDCPS' Pembroke Park, Florida broadcast tower. The station transmits with an effective radiated power of 47 kW from an antenna having a center of radiation 285 meters (935 feet) above average terrain. WLRN-FM employs in-band on-channel ("IBOC") technology to simultaneously transmit its analog programming and two digital channels of



FM programming to its service area. WLRN-FM's analog public radio programming is also broadcast on its first high definition digital channel ("HD1"). The signal of WLRN-FM HD2 carries WLRN-FM's classical music programming.

- xi. In the Florida Keys, WLRN-FM's programming is broadcast on NCE FM station WKWM, Marathon, Florida and on FM translator stations W263BO, Key West, W206AS, Big Pine Key, W227AD, Key Colony Beach and W221AY, Tavernier, Florida.
- xii. Station WKWM broadcasts on a frequency of 91.5 MHz from a tower owned by American Tower Corporation and located on Ramrod Key, Florida. WKWM operates with an effective radiated power of 12 kW and from an antenna having a height above average terrain of 140.8 meters (462 feet). Like WLRN-FM, WKWM uses IBOC technology to broadcast its analog signal and two digital HD signals. The programming for the HD1 signal is the WKWM public radio programming and the HD2 signal carries classical music.
- xiii. Station WKWM's analog signal is rebroadcast throughout the Florida Keys over the facilities of MDCPS' FM translator stations. These FM translator stations are located on towers owned by Monroe County. WKWM and the translators form part of a communications system which provides Monroe County residents with information needed for protection of lives and property during local and state emergencies.
- xiv. In Palm Beach County, Florida, WLRN-FM's programming is broadcast over the HD3 channel of Station WFLV(FM), West Palm Beach, Florida. This HD signal is then rebroadcast in analog format over the facilities of WFLV's FM translator Station W270AD, West Palm Beach.
- xv. Internet streaming of WLRN-FM's HD1 and HD2 programming streams originates from the WLRN-FM studios, where the two program streams are encoded into AAC format, HLS format and MP3 format programming streams. These encoded programming streams are then delivered via internet connection to private contractors who supply WLRN with up to 3000 internet streaming connections (2000 AAC/MP3 connections and 1000 HLS connections).
- xvi. Radio Origination Technology. The radio studios of WLRN-FM and WKWM are collocated with the studios of WLRN-TV at 172 NE 15th Street, Miami, Florida. The radio stations receive National Public Radio and American Public Media programming via MDCPS' earth stations. This programming is stored in digital servers and sent to the WLRN-FM, WKWM, WFLV HD3 and W270AD transmitters via internet connection. The servers also deliver programming to the encoders located in the studios for conversion into AAC, HLS and MP3 formats used in internet streaming.
- xvii. The Stations purchase technology licenses, such as computer software licenses and licenses for the IBOC technology used to transmit FM HD channels. The TV station has programming agreements with PBS and other distributors. The radio stations have programming agreements with NPR and other program distributors. The stations also have blanket music licensing agreements with ASCAP, BMI and SESAC. Performance rights for streaming music are licensed from Sound Exchange.
- xviii. Apart from intellectual property licensed from others, MDCPS holds a trademark registration for "WLRN." It holds the domain registration for WLRN.org. Additionally MDCPS holds copyrights for radio and television programs it has produced.



All assets are located at the following locations and will be available for appraisal between 8:00am and 4:30pm. Proposer will schedule time with WLRN representative for valuations.

Loc #	Location Addresses	Description	Miscellaneous Information
2	300 SW 52nd Avenue Pembroke Park, FL 33023		
		Antenna 2008	Digital Antenna 2008
	Inside The Building	Tower added 2003	Tower in 2003
	2GHZ Receiver site in 2011	2GHZ and EBS Antennas	EBS & 2 GHZ antennas
	EBS Tx site	Transmission Lines	1000' TX Lines
	91.3 FM Tx site	Antennas & related components	Nautel TX in 2012
	CH-17 TX site	TV & Radio Transmitters	Harris TX's
	Active Power UPS 600 KW In	UPS, EBS, & 2 GHz equipment	UPS, EBS & 2GHZ equip
	SUBTOTAL		
3	1450 NE 2nd Street Miami, FL 33132	Equipment and antennas	Mod, Demod & Fiber
	9th Floor SBAB Building		
	Inside The Building	Mod & Demod in House SBAB RF Circuit	SBAB House RF System
	SUBTOTAL		
4	11 NW 1st Street Miami, FL	Antenna & Transmission line	No antenna & Tx line
	Metro Dade County Building		
	Inside The Building	Demodulators and equipment	Demod & equipment
	SUBTOTAL		
5	172 NE 15 ST Miami, FL 33132	TV Station CH-17 Equipment	New Digital Equipment
	WLRN Building	TV Station CH-17 Equipment	New Digital Equipment
		FM Radio Station 91.3 Equipment	Digital Equipment
		Production Aux Equipment	Studio & Editing
		New Master Control Equip.	New Master Control



	SUBTOTAL		appraised value \$8,024,000
6	26531 Old State Road, #4 A Ramrod Key, FL 33042	WKWM Public Radio	TX's, Lines % Equip.
	WKWM Public Radio Key West	Transmitter, Tx lines & Equipment	

A. Other Required Documentation

1. Evidence of Knowledgeable of broadcast station licensure process.
2. Appraisal of radio and television station, specifically non-commercial, experience.
3. Applicable licenses and/or certifications
4. Evidence of insurance

The Remainder of this Page was left Intentionally Blank.



STATEMENT OF CONDITIONS

Please quote your lowest price for the services to be provided, as specified in this RFQ document. Any deviation from the specifications must be identified and fully described. No additional charges for any other purpose will be allowed over and above the prices quoted on this sheet. The District reserves the right to accept or reject a quotation on each item separately, or as a whole, and to waive any irregularities in a quotation. If unable to quote, please return this form so marked.

QUOTE SUBMITTAL: Quotes shall be submitted via email to chodge@dadeschools.net. It is the exclusive responsibility of the quoter to ensure that the emailed quotation reaches Miami-Dade County Public Schools before the time and date indicated herewith. **Quotes received after the deadline date and hour specified herewith will not be considered.**

Travel Time: Travel time will not be included in any quotation it will part of vendors initial hour.

VALIDITY PERIOD: This quotation is valid for 180 days and the quoted prices shall remain fixed during this period. This quote may be extended, upon agreement by the vendor, for an additional 180 day period, if needed, with the same terms and conditions.

AWARD: The award will be based upon lowest based cost per service quoted by the responsive and responsible vendor.

Compliance with all District Terms and Conditions:

SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBEs and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives, and/or other incentives for SBE/MBE firms responding to this ITB. The Office of Economic Opportunity (OEO) must certify all SBE/MBEs, prior to contract award. The application may be accessed through the following link:
<http://forms.dadeschools.net/webpdf/3920.pdf>

Vendors certified as an SBE/MBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other entities or agencies must contact the OEO for additional information. A current list of certified SBE/MBEs can be found online at oed.dadeschools.net or by contacting the Office of Economic Opportunity at (305) 995-1307.

LOCAL PREFERENCE

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when

evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by Statute as reflected in School Board Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with School Board Policy 6320.04.



The School Board Policy may be accessed at: [http://www.dadeschools.net/schoolboard/rules/BID POSTPONEMENT/CANCELLATION](http://www.dadeschools.net/schoolboard/rules/BID_POSTPONEMENT/CANCELLATION)

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

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

COSTS INCURRED BY BIDDERS

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

COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

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

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 4) that must be completed and notarized prior to award unless, an Affidavit of Continued Compliance is applicable and is appropriately executed.

PROPRIETARY/ CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible and, if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders who are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

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



professional services contracts using federal funds.

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

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

BACKGROUND SCREENING REQUIREMENTS

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

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

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

A non-instructional contractor, who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders

maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by the Board, if the Board deems necessary, the Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

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

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

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.

CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in



connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

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

PUBLIC RECORDS LAW

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

ASSIGNMENT

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

TERMINATION FOR CONVENIENCE

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

DEBARMENT

Pursuant to School Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

PURCHASES BY OTHER PUBLIC AGENCIES

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

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.

DAVIS-BACON ACT LABOR STANDARDS

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

INDEMNIFICATION

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

DUTY TO DEFEND

Bidder agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of,



resulting from or incidental to Bidder's performance under this Contract.

TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

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

CANCELLATION OF BIDS

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

TESTING AND PRODUCT EVALUATIONS

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

<http://materials.dadeschools.net>.

CHARTER SCHOOLS

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

EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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

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.