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: **Tuesday, November 20, 2018**

RFQ NO. AND TITLE: **RFQ-18C-053 Armored Car Services __**

RFQ DUE DATE AND TIME: **Monday, December 3, 2018 at 2:00 p.m. EST**

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

M-DPCS Direct Contact: Heather Rose, hrose@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.

PURPOSE: The purpose of this RFQ is to establish a contract, at firm unit prices, for the purchase of armored car service, for sites throughout the Miami-Dade County Public Schools (M-DCPS). Please see attached excel worksheet for price submittal.

(PLEASE PRINT CLEARLY)

COMPANY NAME: _____

QUOTER'S SIGNATURE: _____

QUOTER'S PRINT NAME: _____

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 price.

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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 quotes@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 will be valid from January 2019 – September 2019 and the quoted prices shall remain fixed during this period**.** This quote may be extended, upon agreement by the vendor, for an additional 120-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.

REJECTION OF QUOTES: Reasons for rejection of quotes by Miami-Dade County Public Schools includes, but is not limited to the following:

1. Failure to use the quote form furnished by M-DCPS Procurement Management Services Department;
2. Late or incomplete quotes will not be accepted. Quotes may also be rejected for failure to conform to the rules or requirements contained in the RFQ;
3. Failure to sign the quote by an authorized representative;
4. Proof of collusion among vendors, in which case all quotes involved in the collusive action will be rejected, and;
5. Noncompliance with applicable laws, unauthorized additions or deletions, conditions quotes, incomplete quotes, or irregularities of any kind, which may tend to make the quote incomplete indefinite or ambiguous as to its meaning.

TERMINATION AND REMEDY: M-DCPS reserves the right to terminate, without cause, any work awarded under this RFQ, or to cancel/ not utilize the RFQ in its entirety. In the event that the vendor fails to perform any of the services in a satisfactory manner, M-DCPS shall notify the vendor, in writing, of the deficiencies, and a specific time frame for correction of such deficiencies. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being deducted from the RFQ price.

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SCOPE OF SERVICES

ARMORED CAR VEHICLES

Vendor must show proof of adequate vehicles to service approximately 500 regularly scheduled pick-up services per week within the M-DCPS geographic footprint.

SECURITY GUARDS

It is preferred that the vendor provide a minimum of one (1) security guards for each service ensuring safest method of service.

ADDITION/DELETION OF LOCATIONS

Schools may be added or deleted from the list at any time during the term of this contract. Schools which are to be added for service, subsequent to the award of this contract, shall be serviced at the contract rate listed for the area in which the school is located.

CERTIFICATE OF INSURANCE AND LICENSES

The successful vendor(s) shall be licensed by the public service commission and Miami-Dade County. A certificate of Insurance covering cargo, public liability and property damage will be made a part of this contract and must be submitted by the successful vendor(s) within fifteen (15) days from notification of award.

The vendor(s) in all cases shall be solely responsible for all receipts in their possession for deposit.

DEPOSITS

A single pick-up point will be established at each location and deposits for each schools' food service and other activities will be available simultaneously for each service. The respective food service and/or school activity department, may have a different depository bank.

SERVICE SCHEDULES/TIMES

School sites will be serviced according to attached schedules (Attachments A & B.) "Window" of service is provided below for vendor. Awarded vendor must provide **approximate** times services will be provided, i.e.; before 11:00 a.m. between 12 noon and 4:00 p.m. etc. Consideration is given to the vendor for special "conditions" that may alter that service on any given day.

"**Window" of service for specified grade levels:**

- **Elementary and K-8:** 9:00am to 2:30pm Monday, Tuesday, Thursday & Wednesdays 8:30 am to 2:00 pm
- **Middle:** 9:30 am to 3:15 pm Monday thru Thursday
- **Senior Highs**: 7:30 am to 2:00 pm Monday thru Thursday
- **Vocational:** 7:30 am to 2:00 pm Monday thru Thursday
- **Special events**: as specified per arrangement with site/event, etc.
- **"Other:** as specified per arrangement with site/event, etc.

NOTE: Awarded vendor must not schedule service during dismissal.

Frequency of service can be daily, weekly, alternate days, twice a day, etc. Vendors will bid on per service which can change during the course of the contract, i.e.; daily to twice a week, etc. Awarded vendor must provide a master schedule and separate schedules to each site within **twenty (20) working days after RFQ award.**

VENDOR CAPABILITIES

During the term of this RFQ, the frequency of service may change according to needs of the district. The awarded vendor must have the capability of servicing all sites five days a week, if necessary and directed by the District, while meeting all the specifications of the RFQ.

The awarded vendor must adhere to the times outlined on this RFQ unless a change is approved by the Office of Treasury Management.

After the initial "set-up" schedule, if a service time cannot be made then the awarded vendor MUST notify the school site designee should it be an unforeseeable incident, i.e.; robbery, extreme weather or any reasonable situation that may cause an excessive delay.

If the notification for an "unforeseeable incident" cannot be made before scheduled service time, then awarded vendor MUST notify the designee at the Office of Treasury Management, and for non-food service deposits, MUST also notify the school administration/treasurer at the site, by phone directly or leave a voice mail and e-mail providing reason(s) for delay in service and alternate arrangement.

If the awarded vendor is unable to meet the specifications contained herein they will be subject to default of the contract.

SERVICE

A service shall be defined as being a stop made at a designated school location and may consist of one or more deposits. Where more than one bag of money or receipts is written on a single deposit slip or manifest, it will be considered to be one service. Service is to be made from the main office of each school unless the vendor is notified otherwise.

NON-SERVICE DAYS

Service will normally NOT be required on teacher workdays, holidays, hurricane days or other days where there no students attending school. Awarded vendor may access the regular school calendar on the district web site at: http://www.dadeschools.net/calendars/

Awarded vendor is responsible for scheduling according to the school calendar and may verify with the designee at the Office of Treasury Management or the school administration/treasurer at the site.

Other information will be provided by the designee at the Office of Treasury Management as it arises.

VENDOR PERFORMANCE

The vendor shall be notified in writing of repetitive substandard performance (i.e. – consecutively or frequent missed pick-ups at one or more school sites, failure to notify school site when unable to make scheduled pick-up, or utilizing vehicles other that what has been specified, etc), by Procurement Management Services, when recommended by the Office of Treasury Management, Department of Food And Nutrition, or the school administration/treasurer at the site.

After a minimum of three (3) written notifications of substandard performance from Procurement Management Services for failure to adhere to the contract terms and conditions, may subject the vendor to Default.

DISCREPANCIES

Any discrepancies with deposits must be researched and information provided to the district within 48 hours of request. Vendor must reimburse district within 36 hours after it is determined that the vendor was at fault for loss.

QUALITY ASSURANCE

Prior to the award of the RFQ, vendor(s) should show proof of having an established quality assurance program. At a minimum, the program must include:

A. A tracking system to identify issues that could result in problems for the schools.

B. A notification system to advise school personnel and the vendor(s) management personnel of the issues, and actions(s) taken on it.

C. A resolution system to correct the issues and resolve underlying issues.

D. A follow-through system to monitor the issue to ensure is not repeated.

SERVICE SPECIFICATIONS FOR SCHOOL ACTIVITY FUNDS

ADDITIONAL PICK-UPS

Additional pick-ups may be required within the same day or in the evenings, upon special request, at a time and to a bank specified by the school principal. These pick-ups are specified in the RFQ Price Proposal Form.

NON-SCHOOL DAYS

On days in which there are no students in school, a pick-up may be required. The respective school will give at least 12-hour notice of the required pick-up time. Charges will be assessed, as per the RFQ Price Proposal Form.

SERVICE SPECIFICATIONS FOR SPECIAL ACTIVITIES SUCH AS FOOTBALL GAMES, BASKETBALL GAMES AND OTHER EVENTS:

Duties, which may be required of an armored car vendor, and shall be billed at the price bidded on the RFQ Price Proposal Form:

A. Delivery of change before game time

B. Pick-up service for deposits when a game is completed, for delivery to the designated bank(s).

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SERVICE SPECIFICATIONS FOR THE VOCATIONAL TECHNICAL AND ADULT EDUCATION DIVISION OR NON-SCHOOL SITE FACILITIES

DEPOSIT

Pick-up all deposits at the Vocational Education Division or other non-school site facilities, Monday through Friday, at a time scheduled by the school principal or site administrator, and deposit in a designated bank within Miami-Dade County.

CHANGE

Change will be required for the Adult Vocational Division or non-school site facilities, daily. This is to be delivered in conjunction with the pick-up each evening.

ELECTRONIC BILLING PROCESSES

Vendor must provide electronic billing to the Accounts Payable department on a weekly basis. To be received at the end of the last business day of the week.

Invoice Submittals must be prepared as follows:

A. The header should have the vendor name, vendor remit to address, PO# and week being processed.

B. Should have the daily route date, daily trip rate, subtotal for each location, the school location number, (in numerical order), the location name, the pickup times (time in and time out) amount of pick up, and if no deposit must specify no deposit.

ADDITIONAL ITEMS

Security, tamper resistant, coin/currency bags and receipt books (manifests) must be provided at no cost to each location/department utilizing the armored car service. A minimum of a four week supply must be maintained at each site. It is pertinent that each site receive their books/bags before the first day of service or at the beginning of the contract period or as requested.

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 small, micro, veteran and minority/women participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro, Veteran and Minority/Women Certification Program, to increase contracting opportunities for local businesses. 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 small, micro, veteran, and minority/women firms,, prior to contract award. The application may be accessed through the following link: https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687

Vendors certified as a small, micro, veteran and/or minority/women 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 small, micro, veteran and minority/women firms can be found online at https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602

For more information on getting certified, please call 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

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

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

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(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies, by signing the proposal, that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally-funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS

VERIFICATION SYSTEM. The Status Verification System, also referred to as "E-verify", only applies to construction and professional services contracts using federal funds.

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

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

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.

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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.