



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:** Thursday, November 19, 2020

**RFQ NO. AND TITLE:** RFQ-20J-038 Electrical Installation for the Learn to Swim Program

**RFQ DUE DATE AND TIME:** Monday, November 23, 2020 at 2:00pm

**QUOTATIONS WILL BE ACCEPTED VIA EMAIL TO:** [mvelazquez@dadeschools.net](mailto:mvelazquez@dadeschools.net).

**GENERAL INFORMATION:** The District is soliciting Request for Quotations from qualified, interested bidders for electrical installations and related work, for the Learn to Swim Program, per school. This program provides swimming services to students in elementary schools and K- 8 centers, categorized as high risk, as designated by the Miami-Dade County Medical Examiner's office, throughout the entire District. Each interested Bidder MUST be prequalified to perform these services, as stated within Board Policy 6334. Furthermore, District staff may require Bidders to complete on-site visits prior to the completion of work assigned. If Electrical Company is planning to work outside of normal school hours, they must contact David Diamond so school administration can be informed ahead of time. The contracted electrical company must respond to the Learn to Swim Program request for work within 24 hours of contact.

**M-DCPS Direct Contact:** Margarita Velazquez [mvelazquez@dadeschools.net](mailto:mvelazquez@dadeschools.net)

### PERMIT REQUIREMENTS:

**The Vendor Must follow Miami-Dade County Public Schools Educational Facilities Code Compliance (EFCC) Checklist for Pulling a Permit (As Outlined Below). All permit applications FM-6467 and supporting documents must be submitted to David Diamond 9 -weeks prior to the start of each of the four yearly grading periods.**

1. Permit applications must include the following: school name, Maintenance Project number (MP#) and school location code.
2. Letter to self-perform all work on company letterhead.
3. Letter for each individual school stating that subcontractors will not be hired to complete any of the LTSP work. Each specific school letter must include the school name, the MP# and the school location # on company letterhead.
4. Standard Contractor Pre-qualification document.
5. A Certificate of Liability Insurance each grading period, listing all the school names and MP#'s for that particular grading period.



6. Submit the contractor's license
7. Phish drawings for each school project outlining and a written description of the scope of work to be performed.

Quotes are being solicited for the following: Please see Price Proposal below:

**PRICE PROPOSAL**

Description	Total Price:
<ol style="list-style-type: none"> <li>1. Pre-inspection with M-DCPS electrical inspectors to determine deficiencies and work to be performed. Certain locations may require a relocation of existing power feeding pool and lighting circuits.</li> <li>2. New Installations require the following materials. All of the below materials plus the following: a minimum of 100 to a maximum of 200 feet of EMT 3/4 inch pipe depending on the particular school. Brackets to hang the pipe, safety disconnect switch, 50 amp breaker square D double pole.</li> <li>3. Electrical company contracted must demonstrate the ability to have electricians present and timely at start of each project. Electrical contractor must respond to David Diamond's request within 24 hours of contact.</li> <li>4. De-energize electrical receptacles, lighting, or other electrical items within the swimming pool perimeter. Perform safety check on all receptacles and breakers within the vicinity of the pool area including the electrical cart, pool pump package, heater, plugs and outlets.</li> <li>5. Disconnect all lighting power above ceiling where pool will be mounted.</li> <li>6. Connect electrical cable from the M-DCPS portable 3' x 3' wood box on wheels, to the existing wall junction box. (This box contains an electrical panel with eight breakers and eight receptacles and alarm panel). Test the GFCI breakers on M-DCPS portable 3' x 3' wood box on wheels.</li> <li>7. Relocate emergency light away from the pool location for safety or install new emergency lights required by electrical code. In addition when required, remove ceiling projectors that are hindering the position of the pool and reinstall when the LTSP leaves the room.</li> <li>8. Bond all metal materials including the pump and alarm tower within 5 feet of the pool and or equipment.</li> <li>9. Supply and replace miscellaneous breakers and various electrical parts including but not limited to bonding wire, electrical cable, receptacle outlets, and plugs, as needed.</li> <li>10. Meet with inspectors for the final inspection and remediation on all completed work and receive a passing approval for the startup of the pool.</li> <li>11. The Learn to Swim Program continually aims to add new elementary and K-8 Centers each year. Below is a list of the most recent schools that have been or will be serviced in the very near future by the Learn to Swim Program: Brentwood Elementary, Carol City Elementary, Charles Hadley Elementary, Crestview Elementary, Earlington Heights Elementary, Golden Glades Elementary, Liberty City Elementary, Linda Lentin K-8 Center, Madie Ives K-8 Center, North Miami Elementary, Paul Lawrence Dunbar K-8 Center, Riverside Elementary, Thena Crowder Specialized Center, Treasure Island Elementary, Tropical Elementary.</li> </ol>	<p>\$ _____</p>



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12. **Note: All certification/licensure documentation MUST be submitted with your response to this bid.**

THE SERVICES REQUIRED ARE DISTRICT WIDE, INCLUDING NIGHTS AND WEEKENDS.

**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.**

(PLEASE PRINT CLEARLY)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

*The signature of the authorized person empowered to submit this proposal indicated in the corresponding space provided.*



## **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 [mvelazquez@dadeschools.net](mailto:mvelazquez@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.

**VALIDITY PERIOD/TERM:** 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 90 day period, if needed, with the same terms and conditions.

**AWARD:** The award will be based upon lowest responsive, responsible vendor meeting specifications and/or special conditions based on cost per service quoted or by what M-DCPS reserves to be most beneficial to the District specialized program.

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

1. Failure to use the quote form furnished by M-DCPS Procurement Management Services Department;
2. Submittal of a late or incomplete response;
3. Failure to conform to the rules and/or requirements contained in the RFQ;
4. Failure to sign the quote by an authorized representative;
5. Proof of collusion among vendors, in which case all quotes involved in the collusive action will be rejected; and
6. Noncompliance with applicable laws, unauthorized additions or deletions, conditional 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.

Compliance with all District Terms and Conditions:

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

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link: <https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

In Exhibit 9 of this solicitation, the sample certification documents have been included for your firm's review and completion.

All small/micro, minority/women and veteran certifications must be completed online using the following link: <http://oeo.dadeschools.net/certification.asp>

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement.

A current list of certified small, micro, veteran and minority/women firms can be found online at: <https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: <http://miamidadeschools.diversitycompliance.com>. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at [OEO@dadeschools.net](mailto:OEO@dadeschools.net) for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

For more information on getting certified, please contact the

Office of Economic Opportunity at (305) 995-1307.

**LOCAL-AND STATE VENDOR 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 dollars or the current formal bidding threshold set by statute.

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.

**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 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**

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.

#### **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>.

#### INVOICING AND PAYMENTS

The Contractor shall submit invoices for payment reimbursement based on actual expenditures, no later than the 10th of the month following the month of services provided and/or items delivered. Payments will not be authorized until the District's designated staff has reviewed and approved a properly completed invoice with supporting documentation. Invoices shall be submitted to M-DCPS, Attn: Account Payable, 1450 NE 2nd Avenue, Suite 602, Miami, FL 33132, and with electronic copies to [mdcpsvendorstatements@dadeschools.net](mailto:mdcpsvendorstatements@dadeschools.net) referencing the applicable District issued purchase order (PO) number.

#### 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](mailto: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.

#### AMERICAN WITH DISABILITIES ACT

Proposer agrees and warrants that its services and/or products comply with Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Proposer further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of the Proposer's failure to comply with this requirement.

#### FINANCIAL CLOSEOUT

The Contractor shall submit the final invoice for payment to the District's Accounts Payable within forty-five (45) from the end of the Contract term. If the contractor fails to do so, all rights to payment may be forfeited and the District may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the resulting contract may be withheld until all reports and/or deliveries due from the Contractor and necessary adjustments thereto have been approved by District designated staff.

#### PREPARATION OF BIDS

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

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,



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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.