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## SECTION 4 - CALENDAR

ITB Release Date	Monday, June 8, 2020
Pre-Bid Conference*	Tuesday, June 23, 2020 at 10:00 a.m. EST
Pre-Bid Conference Location	Via Zoom at: <div data-bbox="883 592 1398 1003" style="border: 1px solid black; padding: 5px;"><p>Meeting ID: 975 6829 1625 Password: 19037</p><p>Dial by your location</p><ul style="list-style-type: none"><li>+1 301 715 8592 US (Germantown)</li><li>+1 312 626 6799 US (Chicago)</li><li>+1 646 876 9923 US (New York)</li><li>+1 669 900 6833 US (San Jose)</li><li>+1 253 215 8782 US (Tacoma)</li><li>+1 346 248 7799 US (Houston)</li><li>+1 408 638 0968 US (San Jose)</li></ul></div>
Deadline for Questions	Tuesday, June 23, 2020 at 5:00 p.m. EST
Bid Due Date/Time	Tuesday, July 14, 2020 at 1:00 p.m. EST
Public Opening of Bids	Tuesday, July 14, 2020 at 1:00 p.m. EST (see instructions on Attachment 14 and 15)
Bid Opening Location	Miami-Dade County Public Schools Stores and Mail Distribution Procurement Management Services 7001 SW 4 <sup>th</sup> Street Miami, Florida 33144
Projected Board Approval of Contract	August 2020

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

# SECTION 5 - INSTRUCTIONS TO BIDDERS

Board policies may be accessed at: <http://www.neola.com/miamidade-fl/>

## CONE OF SILENCE

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

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

1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and
2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.

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

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

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

## I. PREPARATION OF BIDS

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

1. **PERFORMANCE SECURITY** shall not be submitted with the bid. The form of performance security the Bidder will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.
2. **BIDDER CERTIFICATION AND IDENTIFICATION:** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

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

1. **ORDER OF PRECEDENCE:** Any inconsistency in this bid shall be resolved by giving precedence in the following order:
  - A. Specifications
  - B. Special Conditions
  - C. Instructions to Bidders

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

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

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

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

## II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

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

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

C. **PLACE, DATE AND HOUR:** U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 650, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO BID":** If not submitting a bid at this time, return the form entitled statement of "No Bid". Failure to respond, either by submitting a bid or the statement of "No Bid" form for three consecutive times, may result in the company being removed from the School Board's bid list.

- F. **AVAILABILITY OF BID INFORMATION:** Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.
- G. **TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY:** Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

**III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS**

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

- A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:
  - 1. The Board no longer requires the supplies, services, or construction;
  - 2. The Board no longer can reasonably expect to fund the procurement;
  - 3. A review of a valid protest filed by a Bidder as may be determined by the administrative staff; or
  - 4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
- B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any bids or proposals received for the canceled solicitation shall be returned to the Bidder unopened.

The notice of cancellation shall:

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

**IV. CHANGE OR WITHDRAWAL OF BIDS**

- A. **PRIOR TO BID OPENING:** Should the Bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The Bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.
- B. **AFTER BID OPENING:** After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

**V. PROTESTS**

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

**Protest of Specifications**

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

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

**Posting the Bond**

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

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

- 1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.
- 2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
- 3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

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

and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

- C. **Bond:** Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.
- D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

**Protest of Bid Award**

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

The Formal Written Protest will be reviewed by Procurement Management Services, who will offer the protesting Bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

**VI. AWARDS**

- A. **RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.  
  
The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.
- B. **NOTIFICATION OF INTENDED ACTION** will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE:** Awards become official upon the Board's formal approval of the award.
- D. **TERMINATION FOR CONVENIENCE:** The Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement. The Board will only be required to pay that amount of the Agreement actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.

- E. **PURCHASE ORDERS** sent to Awarded Bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the Bidder shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. F.
- F. **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.
- G. **BID DOCUMENTS:** The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.
- H. **DEBARMENT:** Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.
- I. **IDENTICAL PRICES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to the vendor that has preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

**VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)**

- A. **PURPOSE:** A performance bond or check may be required to guarantee performance.
- B. **BONDING COMPANY:** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation and shall be made to The School Board of Miami-Dade County, Florida, meeting both of the following specifications:

**1. Awards Greater than \$500,000**

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

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

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

**2. Awards of \$500,000 or Less**

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

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

1. Awards less than \$200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

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

### VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to Board. Bidder must pay for the testing/evaluation of these samples.

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

- A. All samples must be identified with the Bidder's name, bid number, item number, and manufacturer's product name and number. When non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.
- B. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the Board Materials Testing and Evaluation Department (<http://materials.dadeschools.net>) are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the Bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.
- C. The Materials Testing and Evaluation Department is located at:

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

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

- D. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The Bidder will receive the original copy of the receipt and the duplicate copy will remain with the Board receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.
- E. **PAYMENT FOR SAMPLES:** The Board will buy no samples and will assume no cost incidental thereto.
- F. **RETURN OF SAMPLES:** Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by Awarded Bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing. No

perishable samples submitted for testing and evaluation will be returned.

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

### IX. SUBSTITUTIONS

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

### X. PACKAGING

- A. If packaging is different from that specified, the Bidder must note the manner and amounts in which packaging is to be made; otherwise the Awarded Bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to ensure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.
- B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:
  1. Bid Number and/or Purchase Order Number
  2. Bidder's Name and/or Trademark
  3. Name(s) of Item(s) Contained
  4. Item Number (s) With Quantity(ies)

### XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

### XII. RECYCLING REQUIREMENTS

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

### XIII. ENVIRONMENTAL PRODUCTS

Board encourages the use of environmentally safe products.

### XIV. DELIVERY AND BILLING

- A. **DELIVERY:** Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments – 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.
- B. **RECEIVING INSPECTION AND TESTING:** Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Bidder, at no cost to the Board.

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

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

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

**XV. NO GRATUITY POLICY**

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

**XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

- A. All Agreements involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Bidder certifies by signing the bid that the Bidder and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.
- B. By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.
- C. During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Chief Procurement Officer, Procurement Management Services, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board, makes final payment.
- D. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the Bidder.
- E. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

**STATUS VERIFICATION SYSTEM**

1. Each Bidder and each person signing on behalf of any Bidder certifies as to its own entity, under penalty of perjury, that the named Bidder has registered and is participating in the Status Verification System to verify the work eligibility status of the

contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.

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

**XVII. COMPLIANCE WITH LAWS**

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

**XVIII. BACKGROUND SCREENING REQUIREMENTS**

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

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced 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 section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor Badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or



conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**XIX. COMPLIANCE WITH SCHOOL CODE**

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

**XX. CHARTER SCHOOLS**

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

**XXI. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

**XXII. PUBLIC RECORDS LAW**

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

Bidder understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Bidder shall keep and maintain public records required by the School Board to perform the service. The Bidder shall keep records to show its compliance with program requirements. Bidders and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Bidder which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency. The Bidder shall retain all records for five (5) years after final payment is made or received and all

pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Bidder or keep and maintain public records required by the School Board to perform the service. If the Bidder transfers all public records to the School Board upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

**XXIII. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned without the prior written agreement of Board. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

**XXIV. DAVIS-BACON ACT LABOR STANDARDS**

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

**XXV. LOBBYISTS**

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

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

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

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

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

**XXVI. LOCAL-AND STATE VENDOR PREFERENCE**

- A. The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 dollars or the current formal bidding threshold set by statute.
- B. Bidders claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

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

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

Board policies may be accessed at: <http://www.neola.com/miamidade-fl/>

**XXVIII. UNDERWRITERS' LABORATORIES**

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

**XXIX. DISPUTES**

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

**XXX. PATENTS & ROYALTIES**

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

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Bidder shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by Bidder of any third-party trade secret in connection with any of the foregoing. Bidder will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or

unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Bidder uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Bidders awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

**XXXI. OSHA**

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

**XXXII. QUALITY**

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

**XXXIII. FACILITIES**

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

**XXXIV. ASBESTOS AND FORMALDEHYDE STATEMENT**

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

**XXXV. EXTENSION**

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

**XXXVI. OMISSION FROM THE SPECIFICATIONS**

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

**XXXVII. PURCHASE AGREEMENT**

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

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

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

**CERTIFICATION**

- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

**XXXIX. SEVERABILITY**

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

**XL. DISTRIBUTION**

DemandStar by Onvia, [www.demandstar.com](http://www.demandstar.com). Is the official method approved by Procurement Management for the distribution of all competitive solicitations including ITBs, ITNs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

**XLI. CONFIDENTIAL RECORDS**

Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers,

employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

All confidential records must remain within the continental United States.

**XLII. PROPRIETARY INFORMATION**

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

**XLIII.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

- a) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- b) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
- c) Any substitution of a non-domestic product for a domestic product

(which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.

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

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

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

**XLVII. LICENSES, CERTIFICATIONS AND REGISTRATIONS**

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

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

**XLVIII. EXPENDITURE**

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

**XLIX. POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS**

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#community-internships/c7pc> or email us at [internships@dadeschools.net](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.

**L. COMPLIANCE WITH SCHOOL BOARD POLICIES**

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 620.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

## **SECTION 6 - SPECIAL CONDITIONS**

### **6.1 GENERAL INFORMATION**

The purpose of this Invitation to Bid is to establish a contract, at firm unit prices, for all personnel, labor, supervision, materials, equipment, services, permits, licenses and insurance, transportation and all things necessary for or incidental to the operation and maintenance of Wastewater Treatment Plants (WWTPs) at Pinecrest Elementary and the Wastewater Treatment Plant (WWTP) and Potable Water Treatment Plant Redlands Schools, and other locations as assigned. Vendor shall do so in a manner that is safe, efficient, and in full compliance with all applicable codes and regulations imposed by regulatory agencies having jurisdiction, including, but not necessarily limited to Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations. Vendor shall perform routine maintenance which does not require additional charges and extensive labor. Non-routine repairs are those which require special tools, equipment, and extensive labor resulting from normal wear and tear. Such repairs shall be based on the fee schedule rates for both labor and parts of the Bid Proposal Form.

The term of the resulting agreement shall be for a period of three (3) years with two (2) successive options to extend/renew of one (1), by mutual agreement between the District and the awarded bidder. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed, and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof.

### **6.2 METHOD OF AWARD**

The Procurement staff assigned to this ITB will evaluate all responsive and responsible bids and award. The contract will be awarded to a Primary Vendor, based on lowest cost, submission of all required documentation, and compliance with the conditions stated herein. Additionally, a second bidder may be recommended as an Alternate Vendor. In the event of a Default by the Primary Vendor, the entire Contract may be assigned or transferred to the Alternate Vendor, all at the sole discretion of the District.

The recommendation for award, for a Primary and Alternate vendor, will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final.

The agreement between the successful bidder(s) and the Board will be non-exclusive. Procurement staff may apply scoring incentives for registered SBE/MBE/VBE bidders, at the recommendation of the Goal Setting Committee, and/or vendors claiming local preference, in accordance with School Board Policy 6320.05. The Goal Setting Committee did not assign an SBE/MBE preference for this ITB.

### **6.3 BID SUBMISSION**

The entire bid packet, including all originals and copies, must be submitted in a main sealed envelope or container (box). Affix the mailing label (Attachment 1) to the outside of your package even if you are utilizing USPS, UPS, FedEx or another carrier.

Bids must be submitted in the following format:

- One (1) unbound original proposal with all attachments and original signatures.
- One (1) bound copy of the original proposal.
- One (1) electronic versions on a USB Drive in Microsoft Word, Excel, or PDF format.

All bids must be submitted on 8 1/2" X 11" paper, neatly typed, with normal margins and spacing. Bids must be received by the deadline for receipt of proposals specified in this ITB Calendar (Section 4).

The entire bid packet must be clearly labeled on the outside with the Bidder's name, address, telephone number, the bid number, bid title, and bid Due Date to:

Miami-Dade County Public Schools  
Stores and Mail Distribution  
Attn: Delvin Padilla  
Procurement Management Services  
7001 SW 4<sup>th</sup> Street  
Miami, FL 33144

OR

You can affix the mailing label (Attachment 1) to the outside of your package

Hand-carried bids may be delivered to the above address ONLY between the hours of 6:30 a.m. and 2:00 p.m.; Mondays through Fridays (however, please note that bids are due at Stores and Mail Distribution on the date and at the time indicated in Section 4. Additionally, M-DCPS is closed on holidays observed by the District. Bids are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Bid response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the USPS (United States Postal Service),

Bids must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a bid by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

#### **6.4 INDEMNIFICATION AND INSURANCE**

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of ITB-19-037-EA.

##### **INDEMNIFICATION**

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

## DUTY TO DEFEND

The Vendor 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 Vendor's performance under this Agreement.

## INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- a) The company must be (1) authorized by subsisting certificates of the authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B"+ or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- b) With respect only Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor of The School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

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

Unless otherwise notified, the certificate shall be delivered to:

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

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Maria G. Hernandez at 305-995-7133 or gabbiehernandez@dadeschools.net.

## **6.5 VENDOR PERFORMANCE REFERENCE VERIFICATION**

Bidder must include three (3) completed Vendor Performance Reference Verification Survey Forms (Attachment 11) from the most recent customers, within the past three (3) years, that Bidder has provided, or is currently providing, similar goods and services to. Government agency references are preferred. References may be verified for accuracy for bidders recommended for award. Unsatisfactory performance reports provided by references may result in the bidder not being awarded.

It is the responsibility of the Bidder to submit to their references on the Vendor Reference Survey Form (Attachment 11). The reference must complete the form and return it to the Bidder. The completed reference forms must be submitted with the bid response. Failure to include completed reference forms may cause the bidder to be determined non-responsive. Additional references may be provided.



## SECTION 7 - SPECIFICATIONS

### Wastewater and Potable Water Treatment Facilities, Operate and Maintain

#### 7.1 GENERAL

##### 7.1.1 SUMMARY

###### A. Purpose

The purpose of this bid is to establish a contract, at firm unit prices, to furnish the necessary personnel, all labor, supervision, materials, equipment, services, permits, licenses and insurance, transportation, and all things necessary for or incidental to the Operation and Maintenance of the Wastewater Treatment Plants (WWTPs) at Pinecrest Elementary and the Wastewater Treatment Plant (WWTP) and Potable Water Treatment Plant Redlands Schools, for Regulatory Compliance, in full compliance with appropriate Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations.

###### B. General

The vendor is responsible for providing all labor, supervision, equipment, materials, and transportation necessary to perform the work required under this contract. Vendor shall do so in a manner that is safe, efficient, and in full compliance with all applicable codes and regulations imposed by regulatory agencies having jurisdiction, including, but not necessarily limited to Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations. Vendor shall perform routine maintenance, which does not require additional charges and extensive labor. Non-routine repairs are those, which require special tools, equipment and extensive labor resulting from normal wear and tear. Such repairs shall be based on the fee schedule rates for labor and parts of the Bid Proposal Form.

###### C. Working Day

The normal working hours for M-DCPS are between 7:00 a.m. to 11:00 p.m., Monday through Friday. As directed by the M-DCPS authorized representative, the vendor shall work during school off-hours, recess periods, Board authorized holidays or legal holidays, at no additional cost to the Board.

###### D. Document Review and Site Inspection

1. Prospective vendors are encouraged to inspect all schools, facilities and sites covered by this solicitation to familiarize them with the unique environment where the work is to take place, and establish work procedures that minimize disruption of the school day.
2. Failure or omission of the vendor to receive or examine any instruction or document, any part of the specifications or to visit the site and become acquainted with the nature and location of the work, general and local conditions, and all matters which may in any way affect performance, shall not relieve the vendor of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the vendor to additional compensation after a notice to commence is issued, however, consideration may be given for additional allowances should there be significant changes in the Operating Permit or scope of work.

###### E. Emergency Response

Where an emergency is deemed to exist by the M-DCPS authorized representative, the vendor shall be required to respond on verbal notice-to proceed, issued by M-DCPS, Procurement Management

Services and/or the Regulatory Compliance Department authorized representative. This response must result in the arrival of a work crew at the affected site within four (4) hours of such notification. Failure to respond in a timely manner to emergency request may subject the vendor to default, and the work re-issued to the alternate vendor.

F. Inspection and Punchlist:

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

2. Progress Inspection:

At any time during the execution of projects performed under this contract, the M-DCPS authorized representative may, without notice to the vendor, inspect the work. The vendor shall correct deficiencies noted within a time certain period, as established by the M-DCPS authorized representative.

3. Final Inspection:

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

4. Stoppage of work:

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

- a. Materials or work are not in conformance with the specifications, applicable codes, standards, and/or accepted practices.
- b. The vendor's activities result in damage to District Property.
- c. The vendor's activities interfere with the normal operation of the facility or its program.
- d. The vendor's personnel are not properly licensed/certified.
- e. Any other conditions, situations, or circumstances that would be a detriment to the best interest of the District if allowed to persist.

G. Access to Sites:

The vendor will coordinate all access to the site with the M-DCPS authorized representative and shall conduct such access in a safe manner. M-DCPS will provide the vendor access to each work site, provided that proper notification is given to and coordinated with M-DCPS authorized representative.

Vendors are encouraged to review any maintenance manuals, which are available in the Regulatory Compliance office, located at: 12525 N.W. 28 Avenue, Miami, Florida. (Note: Documentation does not exist for all locations).

## H. Description of Facilities/Equipment

### 1. Pinecrest Elementary School

A 0.020 MGD extended aeration sewage treatment plant consisting of a lift station with two submersible pumps, three 6,375 gallon aeration tanks, two 4,475 gallon secondary clarifiers, one 3,100 gallon digester, flow meter, two mechanical air blowers, two tertiary sand filters, two filter pumps, one 6,060 gallon chlorine contact chamber, liquid chlorination unit, effluent holding tank, final effluent filtration and pumping system with effluent discharge to an absorption field system.

### 2. Redlands School WWTP

A .05 MGD maximum daily flow permitted capacity contact stabilization domestic wastewater treatment plant and collection system consisting of an existing primary settling tank, a 20,000 gallon surge tank, 8,000 gallon contact chamber, 22,000 gallon stabilization tank, 6,811 gallon secondary clarifier, 1,600 gallon dosing tank, 15.9 square foot area tertiary pressure filter, 1,600 gallon chlorine contact tank, and effluent discharge to four drain fields.

### 3. Redlands School Potable Water Treatment Plant

Two (2) potable water supply wells, chlorination and buffering with sodium hexametaphosphate for corrosion control, a 6400-gallon retention tank and a 1900-gallon hydropneumatic tank. This water plant supplies potable water to Redland Elementary School, Redland Middle School, Maintenance and Transportation Facility and a Community Resource Center.

## 7.1.2 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract and all subsequent extensions, the successful bidder(s) must be qualified and properly licensed to perform the scope of the work described herein. The vendor shall possess a Certified Plant Operator License, minimum Class "C", issued by the State of Florida, Department of Professional Regulation.
- B. Should we require "signed and sealed" documents by a Florida Registered design professional, for any work under this contract, such shall be considered incidental to the work, and shall be provided by the vendor. Documents shall be subject to review and approval by a Building Code Consultant, assigned by the Miami-Dade County Public School's Building Officer.
- C. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- D. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for the work to be performed under this contract.
- E. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Policy 4124. A fine of \$500 may be assessed for the first offense and termination of the contract for the second offense.
- F. Vendor shall ensure that all of its personnel and/or subcontractor(s), engaged in activities encompassed by this term bid, are properly qualified, trained, and licensed to perform the work assigned. Vendor shall ensure that all personnel employed in pursuit of the work specified in this contract have the proper technical, health, and safety training, as may be required by any and all regulations, codes, and/or laws. At time of bid, the vendor shall provide evidence of its employees' qualifications. If in the sole opinion of M-DCPS, the Vendor, Vendor's employees, and/or Vendor's

subcontractor(s), are considered unqualified for the required services, they shall not be permitted to work on M-DCPS equipment and/or property.

- G. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- H. The vendor's employees, subcontractors and its employees, and any other personnel, including material men engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved, from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS, performed under this term bid.

### **7.1.3 REFERENCES**

- A. Florida Building Code (FBC)
- B. Occupational Safety and Health Act (OSHA)
- C. Environmental Protection Agency (EPA)
- D. The State of Florida Board of Health
- E. Department of Environmental Resource Management (DERM)
- F. Miami-Dade County Environmental Quality Control Board (EQCB)
- G. Chapter 24, Miami-Dade County Code
- H. Florida Department of Environmental Protection (FDEP)
- I. State of Florida Domestic Wastewater Facility Permit
- J. Florida Administrative Code
- K. Chapter 403, Florida Statutes
- L. State of Florida Domestic Wastewater Facility Permit
- M. DERM Domestic Wastewater Annual Operating Permit

### **7.1.4 DEFINITIONS**

- A. Owner: Shall mean the School Board of Miami-Dade County, Florida, also referred to as M-DCPS or the Board.
- B. Site Representative: Shall mean the senior administrator or designee at the facility where services are being provided.
- C. M-DCPS authorized representative: Shall mean the individual/firm designated by the Owner to schedule, inspect and accept for payment, the work covered by this contract document. The M-DCPS authorized representatives will be identified on individual purchase order issued under this contract.
- D. Project: Shall mean a specific planned undertaking consisting of the scope of work defined in the project site scope meeting described in Section 2.00 of these specifications, including all work incidental thereto.
- E. Vendor: Refers to the person, firm or corporation authorized to do business with the School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.
- F. Performance: Shall mean to furnish all supervision, labor, materials, equipment, transportation and services required for completion of the work.
- G. Acceptance: Shall mean work that has been inspected and approved by M-DCPS as being completed

in accordance with contract documents.

- H. Punch List: Is a list of items, which have been identified, as not acceptable in accordance with the contract documents at time of inspection.
- I. Emergency: Shall be as determined by the M-DCPS authorized representative and shall require the vendor to respond to the site within two (2) hours of notification by the M-DCPS authorized representative. Failure to respond in a timely manner to emergency requests may constitute grounds for termination of this award.
- J. Written Notice: Shall mean delivery of a certified or registered letter to the vendor's last known business address or confirmed facsimile transmission to the Owner or vendor.

#### **7.1.5 PRODUCTS**

- A. All products used by the vendor shall be in compliance with applicable standards and appropriate for the intended use.
- B. The vendor shall ensure that all on-site analytical monitoring equipment used in the operation of the wastewater treatment plant is calibrated to comply with National Institute of Standards and Technology (NIST), and shall provide to M-DCPS a notarized statement certifying such compliance.

#### **7.1.6 LICENSES, PERMITS AND FEES**

- A. This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for the cost of obtaining this Permit.
- B. The vendor shall obtain and be responsible for the costs for all licenses, inspection and disposal fees required for this contract and shall comply with all laws, ordinances, regulations, and code requirements applicable to the work contained herein. Damages, penalties and/or fines imposed on M-DCPS or the vendor for failure to obtain required licenses, permits or fees shall be borne by the vendor.

#### **7.1.7 SUBCONTRACTING**

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

#### **7.1.8 DRAWINGS AND SUBMITTALS**

The vendor shall submit, for the review and approval of the M-DCPS authorized representative, any drawings, material specifications, samples, and documents as may be required.

The M-DCPS authorized representative, prior to work commencement, must approve B. Drawings and submittals.

### **7.2 EXECUTION**

All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 7.1.3, the specific terms and conditions contained within the purchase order and this ITB. Vendor is to perform all work as described herein, including but not limited to the following:

## **7.2.1 VENDOR RESPONSIBILITY**

### **A. "Daily Log"**

The vendor shall maintain a "Daily Log" located at the plant. The vendor's representative shall sign in ink, and clearly print his/her name, date and time of arrival, time of departure, the certification number of the operator(s). The vendor's representative shall also provide a checklist of work performed and test results conducted at each visit. The M-DCPS authorized representative will review the entries for timely completeness and accuracy as often as the representative deems necessary. The logs shall be maintained on site in a location accessible to 24-hour inspection, protected from weather damage and current to the last operation and maintenance performed. Failure to complete the "Daily Log" on a daily basis may result in M-DCPS recommending that the Board declare the vendor in default and award the remaining portion of the contract to an alternate vendor.

### **B. Preliminary Field Report**

It shall be the vendor's responsibility to prepare an immediate log entry of sufficient detail and literacy to advise anyone reviewing the log to determine what problems existed, how the problems originated, and corrective action taken.

### **C. Required Time per Site Visit**

The vendor shall have a certified Class C, or higher, Plant Operator's license, spend a minimum of thirty (30) minutes a day at each treatment facility, six days per week, during normal working hours. Vendor is to check in at the main office and obtain a signature verification of arrival and departure time Monday thru Friday and on weekends when the office is open.

### **D. Record Keeping Requirements**

1. The vendor shall maintain and be the custodian of a complete, orderly and chronological record of all compliance monitoring data, including all calibration and maintenance records. A copy of the laboratory certification, showing the certification number must be maintained for a minimum of three (3) years from the date the sample or measurement was taken.
2. The vendor shall maintain copies of all reports required by any and all issued permits for at least three (3) years from the date the report was prepared.
3. The vendor shall maintain copies of logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The log shall include identification of the plant, the signature and certification number of the operator(s) and the signature of the person(s) making any entries. Additionally, the log shall include time (in & out) and date, specific operation and maintenance activities, test performed, samples taken, and major repairs made. The logs shall be maintained on-site in a location accessible to 24-hour inspection protected from weather damage, and current to the last operation and maintenance performed.

## **7.2.2 OPERATION OF THE PLANT**

- A. The vendor is responsible for, but not limited to, the execution of all the routine inspections, code regulated inspections tests and corrective actions necessary to assure proper operation of the facilities described herein.
- B. Operation of the plant shall comply with effluent water quality standards of the Miami-Dade County Environmental Quality Control Board, the Miami-Dade County Code, Section 24-11(2), DERM, FDEP and the EPA.

- C. In the event problems arise which affect the plant operations, the vendor shall report such problems to the appropriate M-DCPS authorized representative by telephone between 7:30 A.M. and 3:30 P.M. Monday through Friday. After 3:30 P.M., and on weekends and holidays problems shall be reported to M-DCPS Energy Management at 305-995-1550.
- D. Within two (2) working days following such verbal notification, a written notification shall be mailed or delivered to the appropriate M-DCPS representative.

### **7.2.3 SCHEDULE OF MAINTENANCE**

- A. Six (6) days per week, the vendor is required to inspect and wash down the plant, and also record these activities in the "Daily Log".
- B. The vendor shall clean and repair all air lines, air lifts, diffuser tubes and heads, as needed.
- C. The vendor shall lubricate all moving parts per manufacturer's specifications. Lubricating materials shall be of an approved type as specified by the equipment manufacturer. Vendor shall replace all worn, frayed or broken belts. Such replacements must be recorded in the "Daily Log".
- D. The vendor shall clean the equalizing solids separator, as needed. If the equalizing tank overflows, the tank shall be cleaned before the tank is placed back into operation. This cleaning shall be logged in the "Daily Log" when completed.
- E. The vendor shall clean the chlorine contact tank as needed. This cleaning shall be logged in the "Daily Log" when completed.

### **7.2.4 SCHEDULE OF TESTS**

- A. The contractor shall perform all tests required by the State Board of Health, DERM, EQCB, EPA and any other tests necessary to assure compliance.
- B. During the period of operation authorized by this contract, the contractor shall complete and submit to DERM and the M-DCPS authorized representative, on a monthly basis Discharge Monitoring Report(s) (DMR), Form 62-620.910 (10).
- C. The contractor shall provide monthly and quarterly test performed by Department of Health and rehabilitative Services certified laboratory. Test results shall be mailed to the appropriate M-DCPS authorized representative.
- D. The following tests shall be conducted and recorded daily, or more frequently, as may be required:
  - 1. Total sewage flow (thousands of gallons per day).
  - 2. Effluent PH.
  - 3. Chlorine residual effluent. Minimum chlorine residual of .05 parts per million after a contact period of 30 minutes (based upon peak flow).
- E. The following test shall be conducted weekly, or more frequently, as may be required:
  - 1. MLSS in aeration tank.
- F. The following tests shall be conducted, as frequently as necessary (no minimum frequency) to assure continuous operation of the facility in full compliance with Rule 62-2, Florida Administrative Code,

and in accordance with the requirements of the Miami-Dade County Domestic Wastewater Annual Operating Permit.

1. Total suspended solids 15 mg/1 maximum.
2. BOD 15 mg/1
3. Fecal coliform bacterial (effluent).
4. Calibration of flow measure device.
5. Backflow preventer tested in accordance with DERM requirements.
6. Monitoring Wells
7. All tests shall be recorded in the "Daily Log" and of forms provided by DERM. Test results shall be mailed to DERM and to the appropriate M-DCPS authorized representative. The two monitoring wells at Redlands & the one at Pinecrest will be tested every three (3) months for certain parameters & every five (5) years for heavy metals.

#### **7.2.5 RESIDUALS MANAGEMENT REQUIREMENTS**

- A. The method of residuals use or disposal is to transport it to Miami-Dade Water & Sewer Department South District Wastewater Treatment Facility, or any other approved wastewater treatment facility.
- B. The contractor shall be responsible for proper handling, use, and disposal of its residuals and will be held responsible for any disposal violations that occur unless the contractor can demonstrate that the treatment facility to which the residuals are transported has legally agreed in writing to accept responsibility for proper treatment and disposal.

#### **7.2.6 ADDITIONAL SERVICES**

- A. The repair or replacement of any pump, blower, chlorinator, or any other equipment not covered in the base services of this contract must be approved by the M-DCPS authorized representative. The vendor shall report recommendations by telephone before 3:30 P.M., Monday through Friday to the appropriate M-DCPS authorized representative. Within two (2) working days after the verbal notification, a written proposal shall be mailed or delivered to the appropriate M-DCPS authorized representative. The proposal shall include a detail description of the work to be performed and the cost of all material, supplies and labor. The vendor may not commence any repair or replacement of any equipment or systems not covered in this contract unless a purchase order and/or a notice to proceed is issued by Procurement Management.
- B. Additional services may be authorized at the discretion of M-DCPS for work not included in the base services of this contract, and shall be addressed as follows.
  1. The vendor shall bill its labor rate on the proposal form.
  2. The vendor shall note on the proposal form, miscellaneous parts to be invoiced at manufacturer's most recent list price, less a discount. Manufacturer's price list shall be current and provided with invoice.
  3. For any additional services, the vendor shall provide M-DCPS, in the form of a proposal, a complete description of the work to be performed, labor hours, and parts list. M-DCPS reserves the right to reject any and all proposals and award work to contractor(s) not awarded on this bid at the sole discretion of M-DCPS.



### **7.3 PROTECTION AND CLEANUP**

- A. The vendor shall take all necessary steps to provide a safe work environment for the occupants of the schools and facilities and the general public in and around the work area and while the work is being performed. The vendor shall conform to all applicable OSHA, Federal, State and local codes, regulations and statutes while performing work under this contract, and shall assume full liability for compliance with all regulations, codes and laws pertaining to the safety and protection of workers and persons occupying the property or any adjacent property. Any fines and/or penalties levied or imposed by any authority having jurisdiction due to failure of the vendor to comply with these requirements shall be borne solely by the vendor.
- B. The vendor shall provide temporary fencing or barricades to protect students, faculty, staff, and/or members of the general public. All safety hazards, which might present a threat to life safety, must be removed immediately. A working perimeter must be clearly established by providing physical barriers and shall be monitored for trespassers during the course of the work.
- C. During the execution of the work, the vendor shall take all necessary, ordinary and extraordinary precautions to ensure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. The vendor at the vendor's sole expense shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- D. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.
- E. It is the responsibility of the vendor to keep the site free from excess vegetation, trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material and shall do so in conformance with applicable laws, codes, and ordinances.
- F. Vendor, its employees, and/or assignees shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without expressed written permission prior to commencement of project from the M-DCPS authorized representative.
- G. Vendor's materials, equipment and tools, which are not in use, shall be stored in a secured location supplied by the vendor.
- H. M-DCPS is not responsible for loss of tools, equipment or supplies.
- I. Site shall be left in a clean and neat condition upon completion of work.
- J. The vendor is responsible for grounds and mosquito maintenance, to avoid any & all environmental nuisance.

### **7.4 TERMINATION AND REMEDY**

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon ten (10) calendar days written notice to the vendor.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract, if material or procedures are used other than those specified.
- C. In the event that the vendor fails to comply with all of the terms and conditions of this contract, or fails to perform any of the services in a satisfactory manner in accordance with the stipulations of individual purchase orders, M-DCPS shall issue a written notice to the vendor, listing such deficiencies and

establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the vendor, accomplish the work in any manner it chooses, with the cost of such work being borne by the vendor. Exercise of this provision shall not preclude the Owner from taking additional actions against the vendor, which may include declaring the vendor in default, and/or cancellation of the individual purchase orders issued to the vendor.

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

## **7.5 NON-EXCLUSIVITY**

M-DCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, award of other contracts, or to perform the work with its own employees.

## **7.6 INVOICING**

- A. All invoices shall be submitted in conformance with Section XIV. DELIVERY AND BILLING, paragraph C INVOICES of this contract.
- B. A duplicate original invoice shall be submitted simultaneously to the M-DCPS authorized representative identified in the item description of the purchase order with the information listed below:
  - 1. The invoice document shall contain, as a minimum, the following information as appropriate:
    - a. M-DCPS purchase order number (P.O.# and Release #, when appropriate).
    - b. Line item number of work performed with quantities, descriptions, unit prices and totals per line items.
    - c. Start and completion date(s) of work performed.
    - d. Work location where services were provided.
    - e. The vendor shall provide a copy of the disposal ticket issued by the disposal site, indicating volume, cost of disposal and disposal site.
  - 2. For Additional Services, the vendor shall include the following:
    - a. Hours worked
    - b. A work ticket signed by school based personnel, preferably the Zone Mechanic, which shows hours worked each day for each project.
- C. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.
- D. Invoices not submitted in accordance with the above procedures will not be processed for payment and will be returned to the vendor.

## **7.7 AUDIT AND INSPECTION OF RECORDS**

The vendor agrees that M-DCPS, or any of its agents or authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other books, records, and

accounts pertaining to the work performed under this contract. Further, the vendor agrees to maintain all records related to this contract for a minimum of three years after completion of the contract.

## **7.8 WARRANTY**

All repair work and/or equipment replacement performed by the vendor shall be warranted for a minimum period of one year after final acceptance. All work, material and hardware shall be free from defects during the entire warranty period. The vendor at no cost to the Board shall correct all defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period. If the vendor, after notice, fails to comply with the terms of the warranty, M-DCPS may have the defective work corrected and the vendor will be liable for all expenses incurred. Such action by M-DCPS shall not relieve the vendor of further responsibilities.

## **7.9 ADDITIONAL PLANTS**

By mutual agreement between the Vendor and the District, new wastewater and potable water treatment plants may be added to this contract. The fee for such additions will be based upon similar equipment already under contract.

## SECTION 8 – BID PROPOSAL FORM

**SPREADSHEET:** Bidder **MUST** complete the attached Excel document with the corresponding prices as requested. Submit the completed Excel file with your submission in .xls (or similar type format) with your bid proposal response on the flash drive. Bidders shall not modify the file or specifications in any way, with the exception of adding corresponding prices or any other information requested. Handwritten forms will not be accepted.

## SECTION 9 - FORMS AND ATTACHMENTS

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

ATTACHMENT 1	MAILING LABEL
ATTACHMENT 2	STATEMENT OF "NO BID"
ATTACHMENT 3	ACKNOWLEDGEMENT OF AMENDMENTS
ATTACHMENT 4	CONFLICT OF INTEREST
ATTACHMENT 5	DEBARMENT
ATTACHMENT 6	INSTRUCTIONS
ATTACHMENT 7	BIDDER'S PREFERENCE
ATTACHMENT 8	DRUG-FREE WORKPLACE (must be notarized)
ATTACHMENT 9	LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY (must be notarized)
ATTACHMENT 10	ANTI-COLLUSION STATEMENT
ATTACHMENT 11	VENDOR REFERENCE SURVEY FORM
ATTACHMENT 12	SUBMITTED BID DOCUMENT VERIFICATION FORM
ATTACHMENT 13	PROPOSAL SUBMITTAL RECEIPT FORM
ATTACHMENT 14	BID OPENING
ATTACHMENT 15	BID OPENING LOCATION

## ATTACHMENT 1 - MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when MDCPS receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



### SEALED PROPOSAL ENCLOSED

(To be opened by the Contact Person noted below)

Bidder's Name:  
Bidder's Address:  
Bidder's Telephone Number:

**BID BOX**

Miami-Dade County Public Schools  
Stores and Mail Distribution  
Procurement Management Services  
Attn: Delvin Padilla  
7001 SW 4<sup>th</sup> Street  
Miami, FL 33144

ITB No.: ITB-19-037-EA  
ITB Title: Wastewater and Potable Water Treatment Facilities, Operate and Maintain  
Proposal Due Date: Tuesday, July 14, 2020 by 1 p.m. EST

## ATTACHMENT 2 - STATEMENT OF “NO BID”

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of “No Bid” sheet and return, prior to the Bid Due Date established within, to [dpadilla@dadeschools.net](mailto:dpadilla@dadeschools.net) or mail to:

The School Board of Miami-Dade County, Florida  
 Procurement Management Services  
 1450 N.E. 2nd. Ave., Miami, Florida 33132  
 Attn: Delvin M. Padilla

This information shall help MDCPS in the preparation of future Bids.

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

Contact: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

# ATTACHMENT 3 - ACKNOWLEDGEMENT OF AMENDMENTS

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

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

Please include a signed copy of each addendum.

Addendum #1, Dated \_\_\_\_\_, 20\_\_

Addendum #2, Dated \_\_\_\_\_, 20\_\_

Addendum #3, Dated \_\_\_\_\_, 20\_\_

Addendum #4, Dated \_\_\_\_\_, 20\_\_

Addendum #5, Dated \_\_\_\_\_, 20\_\_

Addendum #6, Dated \_\_\_\_\_, 20\_\_

Addendum #7, Dated \_\_\_\_\_, 20\_\_

Addendum #8, Dated \_\_\_\_\_, 20\_\_

**PART II:**

No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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



# ATTACHMENT 4 - CONFLICT OF INTEREST

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

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

VENDOR NAME:

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

Name of Bidder's Employee	MDCPS Title or Position of Employee	MDCPS Department/School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of MDCPS.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of MDCPS have been identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

# ATTACHMENT 5 - DEBARMENT

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

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

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Organization Name

---

Name(s)

---

Title(s) of Authorized Representative(s)

---

Signature(s)

---

Date

# ATTACHMENT 6 - INSTRUCTIONS

## INSTRUCTIONS FOR CERTIFICATION

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

# ATTACHMENT 7 - BIDDER'S PREFERENCE

## LEGAL OPINION OF BIDDER'S PREFERENCE

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

VENDOR NAME:

**Section 1 must be completed by the Attorney for an Out-of-State Bidder**

**Section 2 must be completed and signed by Florida Bidder**

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

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

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

### **SECTION 1**

### **LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES**

*(Must Select One)*

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

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

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

Signature of out-of-state Bidder's attorney: \_\_\_\_\_

Printed name of out-of-state Bidder's attorney: \_\_\_\_\_

Address out-of-state Bidder's attorney: \_\_\_\_\_

Telephone number out-of-state Bidder's attorney: \_\_\_\_\_

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

Attorney's state(s) of bar admission: \_\_\_\_\_

### **SECTION 2**

### **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY** **ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS**

*(Must Select One)*

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

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

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

\_\_\_\_\_

\_\_\_\_\_

# ATTACHMENT 8 – DRUG-FREE WORKPLACE

VENDOR NAME:

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

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

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

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ or

Produced Identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) My commission expires: \_\_\_\_\_



# ATTACHMENT 10 - ANTI-COLLUSION STATEMENT

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

## CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with The School Board of Miami-Dade County, Florida Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

### **Type of Business Organization and Authority of Signatory:**

Indicate type of business organization Bidder is registered as with the Florida Department of State Division of Corporations. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award or proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR  
BIDDER SUBMITTING PROPOSAL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF BUSINESS ORGANIZATION: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) \_\_\_\_\_

BY: NAME TYPED \_\_\_\_\_

TITLE: \_\_\_\_\_

# ATTACHMENT 11 – VENDOR REFERENCE SURVEY FORM

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

Reference for: ITB-19-037-EA - Wastewater and Potable Water Treatment Facilities, Operate and Maintain

Bidder's Name: \_\_\_\_\_

Agency (Client) Name: \_\_\_\_\_

Agency Contract: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Brief description of product/services provided: \_\_\_\_\_

\_\_\_\_\_

### Please rate your experience with the vendor/bidder.

Please use the following scale to answer the questions:

**Rating:            1 Poor            2 Good            3 Exceptional            4 Not Applicable**

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

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Title: \_\_\_\_\_

(Please print – Person completing survey)

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Person completing survey)

Evaluator Phone: \_\_\_\_\_ Evaluator Email: \_\_\_\_\_

\_\_\_\_\_

Reference Verified By: \_\_\_\_\_ Date: \_\_\_\_\_

(Please print)



## ATTACHMENT 12 – SUBMITTED BID DOCUMENT VERIFICATION FORM

All Bidders are required to submit the following information to be considered for award. Failure to submit any of the required documents with the bid will cause the bidder to be considered nonresponsive and ineligible for further consideration.

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Florida, shall meet the County's Local Business Tax Receipt requirements. Bidders with a location outside of Florida shall meet their local Occupational Tax requirements. A copy of the license must be submitted. If your local government does not require a business license, please submit "N/A" as your response. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations (Sunbiz) to conduct business in the State of Florida; or company's certificate of good standing from applicable home state		
c. Three (3) reference forms (Attachment 11) from other organizations (not M-DCPS) with similar work performed		
d. Copy of bidder's Certified Plant Operator License, minimum Class "C", issued by the State of Florida, Department of Professional Regulation		
e. Bid Proposal Form (Section 8)		
f. All required and applicable Attachments (1-15)		

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

\_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Signature of Proposer's Authorized Representative*

\_\_\_\_\_

*Date*

*For Internal Use Only:*

\_\_\_\_\_

*Signature of Originating Department*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Procurement Staff Name/Signature*

\_\_\_\_\_

*Date*

## ATTACHMENT 13 – PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the timelines stated in Section 4. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package. **Please complete the following form and attach the form to the outside of your firm's bid response.**

<b>ITB Name and Number:</b>	ITB-19-037-EA Wastewater and Potable Water Treatment Facilities, Operate and Maintain
<b>ITB Due Date:</b>	Tuesday, July 14, 2020 by 1:00 p.m. EST
<b>Bidder's Name</b>	
<b>Business Address</b>	
<b>Bidder's Date and Time of Submission:</b>	
<b>Authorized Bidder's Signature:</b>	
<b>Procurement Management Staff Name and Signature:</b>	
<b>Verify Date and Time of Bidder's Submission:</b>	

## ATTACHMENT 14 – BID OPENING

### ITB-19-037-EA WASTEWATER AND POTABLE WATER TREATMENT FACILITIES, OPERATE AND MAINTAIN

**BIDS DUE:** Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, Tuesday, July 14, 2020 at the MDCPS Stores and Mail Distribution site located at 7001 SW 4th Street Miami, Florida, 33144.**

**LOCATION:** Stores and Mail Distribution site at 7001 SW 4th Street, Miami, FL 33144

**DEADLINE:** Tuesday, July 14, 2020 at **1:00 pm\*\*\*\*\*PLEASE NOTE CHANGE IN TIME**

**INSTRUCTIONS:** Bidders can drop off their bids at the S & D Main Office on the days prior to July 14<sup>th</sup>. On the day of the Bid Opening, bids will be received by a member of the Procurement team on the receiving dock in the S & D building. After 1:01 pm, the bids will be opened at the same location (receiving dock). A picture ID is required to enter the premises.

**SPECIAL INSTRUCTIONS:** In addition to the normal procedures conducted for Bid Openings, Bidders are required to practice social distancing guidelines.

- ❖ **Bidders will not be allowed on site without a face mask.**
- ❖ **Bidders will not be allowed to comingle.**
- ❖ **Bidders must stay 6 feet apart from others.**
- ❖ **Please only have 1 representative from your firm attend the bid opening.**

*Should you have any trouble locating the site, please call (786) 505-8072 or (786) 275-0600.*

# ATTACHMENT 15 – BID OPENING LOCATION

7001 SW 4th Street  
Miami, FL 33144

