

REQUEST FOR PROPOSALS

PROVISION OF AN INTERNATIONAL STUDIES SENIOR HIGH SCHOOL FACILITY

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

PROPOSAL RETURN DATE

March 30, 2006

RFP NO. 068-FF10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
REQUEST FOR PROPOSALS NO. 068-FF10

PROVISION OF AN INTERNATIONAL STUDIES SENIOR HIGH SCHOOL

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** March 30, 2006, and may not be withdrawn for one hundred twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER 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 PROPOSERS 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.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE _____

BY: TYPED _____

TITLE: _____

INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

I. PREPARING OF PROPOSALS

- A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.
- B. IDENTIFICATION. Failure to indicate the contractor's EXACT legal name and an unsigned proposal may be considered non-responsive.

II. SUBMITTING OF PROPOSALS

- A. Number of Proposals:

A total of (12) copies of the Proposal must be submitted as follows:

- * The original proposal in a sealed envelope or box marked "Original."
- ** (11) copies of the proposal in a separate sealed envelope or box marked "Copies."

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

- B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. March 30, 2006.

III. CHANGE OR WITHDRAWAL OF PROPOSAL

- A. PRIOR TO PROPOSAL OPENING. Should the agency or individual contractor withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to March 30, 2006. The agency or individual contractor's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After March 30, 2006, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV. PROTEST TO CONTRACT SOLICITATION OR AWARD

- A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement:

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

- B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of 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. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- C. The notice of protest will be reviewed by Procurement Services staff, which will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes, by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

V. AWARDS

- A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids.
- B. **NOTIFICATION OF INTENDED ACTION.** Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE.** Awards become official upon Board action.
- D. **CHARTER SCHOOLS:** Items awarded under this contract shall be made available to charter schools authorized by the School Board.

VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

VII. PUBLIC ENTITY CRIMES

Section 287.133(2)(a) Florida Statute. 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 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 for a period of 36 months from the date of being placed on the convicted vendor list.

VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(i) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the proposal that the vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing.

Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board) or sub-grantee makes final payment.

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

IX. CONE OF SILENCE
BOARD RULE 6GX13-8C-1.212

DEFINITION:

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

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; 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 School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means 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.

B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

D. Nothing contained herein shall prohibit any potential vendor or vendor's representative.

1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
2. from engaging in contract negotiations during any duly noticed public meeting;
3. from making a public presentation to the School Board during any duly noticed public meeting; or
4. from communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

Specific Authority: 1001.41(1)(2); 1001.42(22); 1001.43(10) F.S.

Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.

History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

New: 6-18-03

Revised 11/03

**REQUEST FOR PROPOSALS NO. 068-FF10
MIAMI-DADE COUNTY PUBLIC SCHOOLS**

PROVISION OF AN INTERNATIONAL STUDIES SENIOR HIGH SCHOOL FACILITY

I. NAME AND ADDRESS OF REQUESTOR

The School Board of Miami-Dade County, Florida
Facilities Planning
1450 N. E. Second Avenue
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request For Proposals ("RFP") is for The School Board of Miami-Dade County, Florida ("Board"), to acquire a new International Studies High School facility ("educational facility"), through a fee simple purchase or lease-purchase arrangement, with the educational facility to be fully constructed and made usable by the Proposer for public educational purposes, under a turn-key arrangement with the Board. The educational facility shall be designed and operated in such a manner as to allow students to meet all high school graduation requirements while enrolled in a targeted world language, combining the economic needs of the community and the academic benefits of the study of multiple languages.

Proposals are solicited from developers who are capable of promptly developing the educational facility consistent with the Board's objectives. The geographic search parameters within which the new educational facility must be located are described in **Attachment 1**.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Twelve copies, one of which must be an original, must be submitted by 2:00 p.m. Eastern Standard Time on March 30, 2006, at:

*The School Board of Miami-Dade County, Florida
Bid Clerk, Division of Procurement Management
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132*

The responsibility for submitting this proposal to Miami-Dade County Public Schools ("District") on or before the stated date and time will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or caused by any other occurrence. The proposal package must contain all items requested. Failure to submit all the items requested may render the proposal

non-responsive. The proposal must be signed by an officer of the firm legally authorized to conduct business in its name. The proposal must be submitted in a sealed envelope or box marked **"PROVISION OF AN INTERNATIONAL STUDIES SENIOR HIGH SCHOOL FACILITY"**.

It is anticipated that a recommended Proposer may be presented to the Board for award on May 10, 2006. Notification to the successful Proposer will be on or after May 10, 2006.

IV. TECHNICAL AND PROPOSAL REQUIREMENTS

The Proposal shall, as a part of the proposer's design of the educational facility, comply with the minimal design and operational requirements, in substantial conformance with those outlined in the District Facilities List, described in **Attachment 2**.

The Proposer shall structure the proposal to provide the educational facility to the Board through a fee simple purchase and/or a lease-purchase arrangement, in full compliance with the provisions of Section 1013.15, Florida Statutes (**Attachment 3**), with the final determination of the method of acquisition to be subject to Board approval. In either event, the Proposer shall construct the educational facility under a turnkey arrangement, with lease payments to begin on a Real Estate Closing to take place, only after the Proposer has secured a Certificate of Occupancy, or equivalent governmental approval, for the educational facility.

The Proposer will be required to obtain all necessary permits, pay all required fees, and be responsible for all other expenses in connection with developing the educational facility, including, but not limited to, architectural and engineering services, surveying, platting, application fees, and required off-site public improvements (e.g. streets, sidewalks, utility extensions or upgrades, landscaping, etc.).

The Proposer, or its contractor, is to provide written verification from a qualified Surety, in a form acceptable to the Board, verifying the ability of the Proposer, or its contractor, to secure a Performance and Payment Bond, and Construction Bond from the Surety, should the Board select the Proposer to provide the educational facility.

The Proposer may, as part of the proposal, include more than one possible location to site the educational facility. All such locations must be within the geographic search parameters described in Attachment 1, with the final determination of the location to be subject to Board approval.

For each and every location being proffered by the Proposer to site the educational facility, the Proposer is to provide written verification from the property owner, in a form acceptable to the Board, attesting to the Proposer's authority to proffer same as a part of this Proposal.

The Proposer is to structure the proposal, and include a time-line to complete the work, such that construction of the educational facility will be completed in time to allow occupancy and use by the Board for the District's 2008-09 school year.

For purposes of this proposal, and in compliance with the Americans with Disabilities Act, Florida Building Code, Florida Fire Prevention Code and Florida Statutes, the Proposer is to assume that the educational facility, while subject to the Florida Building Code, is not subject to the local government's permitting requirements, plan reviews, and inspection fees, even when said project is on leased property. The Board shall retain jurisdiction for all plan review and approvals, inspection services and other actions normally associated with the operations of a Building Department.

In the event a lease-purchase agreement is to be entered into, the Proposer shall include a general description of terms and conditions, including, but not limited to, rental amount, responsibility for operating costs, and purchase buy-out provisions, in sufficient detail to allow evaluation of the proposal by the Board.

In the event the educational facility is to be acquired through a fee simple purchase, the Proposer shall include a general description of terms and conditions, including, but not limited to, purchase price, in sufficient detail to allow evaluation of the proposal by the Board.

Once selected, the successful Proposer shall stipulate to insurance, indemnification and surety provisions which adequately protect the Board's interests and which shall be subject to the approval of the Board's Office of Risk and Benefits Management.

The Proposer shall take into consideration the Board's desire to consummate an Agreement to acquire the educational facility as soon as possible; and

The Board shall review the terms and conditions proffered by the successful Proposer and may, at its sole discretion and without penalty, choose to not enter into an Agreement for the provision of a new International Studies Senior High School facility. The award, if any, shall be made to select the Proposer whose proposal is deemed by the Board to be in the best interest of the District.

V. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSERS:

In addition to the submittals requested in Section IV, each Proposer shall submit with its proposal, detailed documentation relative to the following:

- A. Experience and qualifications in building public and/or non-public educational facilities, and/or other similar types of construction;
- B. Organization structure and staffing of the Proposer;

- C. Conceptual project description, implementation plan and completion schedule (with a proposed time-line including the period from award of Agreement by the Board to the opening of the educational facility for the District's 2008-09 school year);
- D. Joint Venture Agreement (if Proposer is a joint venture);
- E. A minimum of three (3) professional/business references;
- F. Financial capacity of the Proposer to meet its obligations under the Agreement;
- G. Equal employment policy and Affirmative Action Employment Breakdown (Attachment 4); and
- H. Documentation attesting to: the ability of the Proposer to secure ownership or leasehold title to the proposed site(s) proffered in this Proposal and convey same to the Board, construction financing and a permanent loan commitment (as applicable).

VI. EVALUATION OF PROPOSALS

The Board will accept proposals from experienced developers with a proven track record of undertaking and successfully accomplishing developments of similar scope, cost and complexity of schedule. Previous experience in developing comparable projects will be a factor in the evaluation of the proposals. The Board may evaluate previous experience collectively and/or separately for each member/entity of the development team. The proposed new educational facility must provide functional and aesthetic integration into its surrounding community, and must comply with all applicable local, state and federal regulations, construction codes and design guidelines.

All Proposals are to consist of two separate parts: (A) Technical Proposal, and (B) Financial Proposal, as follows:

A. Technical Proposal

The Technical Proposal shall be written in sufficient detail to permit the Board to conduct a meaningful evaluation of the proposed design and construction of the educational facility. No financial information dealing with either the proposed purchase or lease-purchase of the educational facility is to be included. The Technical Proposal is to include, but is not necessarily limited to:

Executive Summary detailing the basic services offered, experience and qualifications of the Proposer (including staff, subcontractors or consultants), and any other relevant information.

Technical Information detailing graphic and written descriptions of the proposed development consisting of conceptual plans, elevations, renderings and/or site plans in sufficient detail to allow the Board to evaluate the Proposal. A preliminary schedule must be included, detailing the major aspects of the work, including execution of an agreement with the Board, construction phasing and completion, issuance of a Certificate of Occupancy, punch-list completion and move-in. The Proposer must include a description of its proposed approach to

developing and managing the proposed project, in order to complete the work in the time allotted.

Proposer's Experience and Past Performance detailing the number of years the Proposer has been in existence, current number of employees, primary markets served, description of comparable projects (similar in scope to those requested herein, and either ongoing or completed within the past three years). Include a list of key personnel and subcontractors anticipated to be performing services as part of the proposed work.

B. Financial Proposal

The Financial Proposal shall be written in sufficient detail to permit the Board to conduct a meaningful evaluation of the proposed financial options available to acquire the educational facility, including purchase and/or lease-purchase. No technical information dealing with construction of the educational facility is to be included. The Financial Proposal is to include, but is not necessarily limited to:

Financial options available to the Board to acquire the educational facility, in sufficient detail to allow the Board to evaluate the Proposal. The Proposer is to clearly articulate the costs to the Board under a purchase and/or lease-purchase option.

Proposals, comprised of both the Technical portion as well as the Financial component, will be evaluated by a designated Selection Committee to ascertain which proposal best meets the needs of the District, for recommendation to the Superintendent of Schools. Each Proposer meeting minimum requirements may be required to make an oral presentation to the Selection Committee. Final approval of the successful Proposer will be made by the School Board, upon recommendation of the Superintendent of Schools. The District reserves the right to reject any and all proposals submitted. When the final selection is made, a contractual agreement acceptable to the Attorney for the Board will be entered into with the successful Proposer. No debriefing or discussion will be held with unsuccessful Proposers.

Evaluation considerations will include, but not be limited to, the following:

- A. Financial benefit to the District, including proposed terms and conditions of a lease-purchase agreement (if applicable). The Board reserves the right to negotiate with the successful Proposer for a lease term modified from that which was proposed;
- B. Suitability of proposed location(s) to site the educational facility, including proximity to available public transportation or other amenities;
- C. Suitability of proposed design concept to serve the needs of the educational facility, while promoting the functional and aesthetic integration of the facility within the surrounding neighborhood;

- D. A determination that the Proposer's time-line for completion of the educational facility is feasible and attainable;
- E. Responsiveness of the proposal, clearly stating the understanding and agreement by the Proposer to construct certain improvements and enter into certain agreements with the Board, through either a fee simple purchase and/or a lease-purchase arrangement, as stipulated in Section IV;
- F. Qualifications, experience and financial strength of the Proposer; and
- G. Minority/Women Business Enterprise utilization.

The Selection Committee for evaluating the proposals, consistent with School Board Rule 6Gx13-3F-1.021, will consist of the following members:

- Chief Facilities Officer
- Planning Officer
- Representatives from Curriculum & Instruction (2)
- Representative from the Division of Business Development and Assistance
- Chief Financial Officer or designee
- Representative from the Office of Risk and Benefits Management
- School Board Attorney or designee (non-voting)
- Representative from Procurement Management Services (non-voting)

If due to illness or other unforeseen circumstances, any member of the Selection Committee is unable to participate, the Superintendent of Schools shall appoint a replacement. If a replacement is needed, all efforts will be made to assure that ethnic and gender representation is maintained.

VII. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

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

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (ATTACHMENT 4)

Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

VIII. THE JESSICA LUNSFORD ACT BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see **ATTACHMENT 5** (Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor 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 sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor 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. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Contractor 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. Contractor 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. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor 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 a qualifying arrest or conviction shall constitute grounds for immediate termination of this Agreement by the Board.

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

COMPLIANCE WITH SCHOOL CODE

Contractor 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 Contractor 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.

IX. IMPLEMENTATION SCHEDULE

| | |
|--|-------------------|
| Procurement Contract Review Committee | February 19, 2006 |
| Request Board authorization to finalize and issue RFP and approval of Selection Committee | February 15, 2006 |
| Mailing of RFP..... | February 24, 2006 |
| Pre-proposal Conference | March 8, 2006 |
| Opening of Proposals | March 30, 2006 |
| Evaluation by Selection Committee. | April 6, 2006 |
| Oral presentations | April 18, 2006 |
| Contract Award (tentative)..... | May 10, 2006 |

PRE-PROPOSAL CONFERENCE - A pre-proposal conference will be held on Wednesday, March 8, 2006 @ 1:00 p.m., School Board Administration Building, 1450 N. E. Second Avenue, Room 559, Miami, Florida 33132. Pre-bid conference attendance by the proposer or their representative is highly encouraged. Questions regarding the special conditions and specifications will be addressed at this meeting.

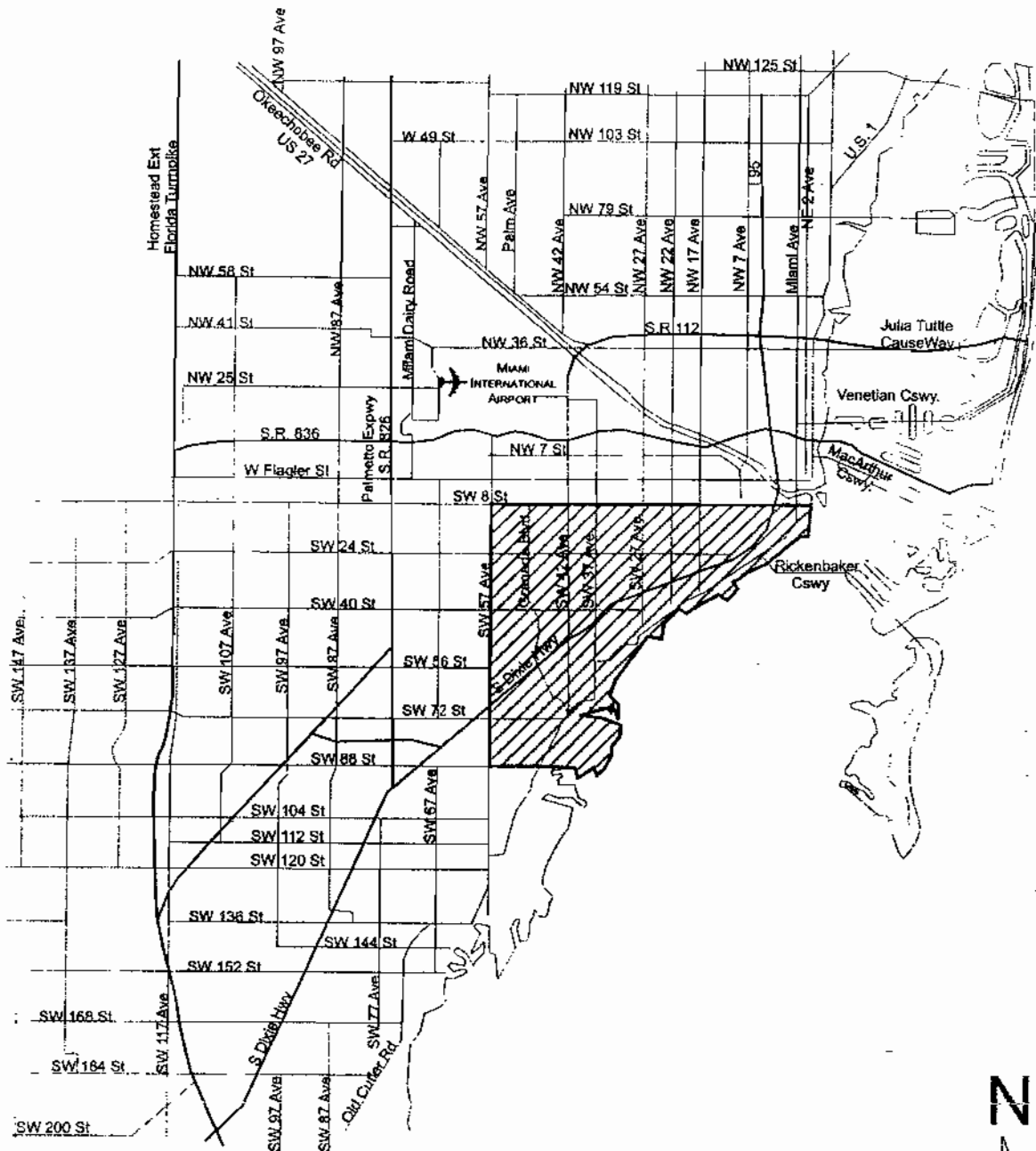
X. ADDITIONAL INFORMATION

Any inquiries or additional information regarding proposal procedures may be obtained from:

Ms. Barbara D. Jones, CPPB, Director
Division of Procurement Management
Miami-Dade County Public Schools
1450 N. E. Second Avenue
Miami, Florida 33132
(305) 995-2348
E-mail: bjones@dadeschools.net

ATTACHMENT 1

DESCRIPTION OF GEOGRAPHIC SEARCH PARAMETERS FOR SITING THE EDUCATIONAL FACILITY



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ATTACHMENT 2

FACILITIES LIST FOR MIAMI-DADE COUNTY PUBLIC SCHOOLS

International Studies Senior High School

Grades 9-12

Student Stations: 716

| FISH Code | Number Spaces | Space Description | Square Feet Unit | Square Feet Total | Stu. Sta. Unit | Stu. Sta. Total |
|------------------------------|---------------|-------------------------|------------------|-------------------|----------------|-----------------|
| <u>English</u> | | | | | | |
| 035 | 5 | Classroom | 750 | 3,750 | 25 | 125 |
| <u>Mathematics</u> | | | | | | |
| 035 | 5 | Classroom | 750 | 3,750 | 25 | 125 |
| <u>Social Studies</u> | | | | | | |
| 035 | 4 | Classroom | 750 | 3,000 | 25 | 100 |
| <u>Science</u> | | | | | | |
| 035 | 2 | Classroom | 750 | 1,500 | 25 | 50 |
| 043 | 2 | General Science Lab | 1,224 | 2,448 | 24 | 48 |
| 809 | 2 | Medium Material Storage | 155 | 310 | | |
| 812 | 2 | Small Project Storage | 150 | 300 | | |
| | | | | <u>3,058</u> | | |

Note: Combine the Medium Material Storage and the Small Project Storage into one space of 610 net square feet.

| | | | | | | |
|-------------------------------------|---|---------------------------|--|------------|--|---|
| <u>Exceptional Education</u> | | | | | | |
| 061 | 1 | Self Contained Classroom | | 750 | | 7 |
| 817 | 1 | Student Restroom and Bath | | 95 | | |
| | | | | <u>845</u> | | |

| FISH Code | Number Spaces | Space Description | Square Feet Unit | Square Feet Total | Stu. Sta. Unit | Stu. Sta. Total |
|--------------------------------------|------------------|---------------------------|---------------------|----------------------|-------------------|--------------------|
| 065 | 1 | Supplementary Instruction | | 200 | | |
| <u>Health Education</u> | | | | | | |
| 035 | 1 | Classroom | | 750 | | 25 |
| 808 | 1 | Small Material Storage | | 90 | | |
| | | | | <u>840</u> | | |
| <u>Skills Development Lab</u> | | | | | | |
| 038 | 4 | Foreign Language Lab | 750 | 3,000 | 25 | 100 |
| 808 | 2 | Small Material Storage | 90 | 180 | | |
| | | | | <u>3,180</u> | | |
| 037 | 1 | Computer Lab | | 900 | | 25 |
| 808 | 1 | Small Material Storage | | 90 | | |
| | | | | <u>990</u> | | |
| 041 | 2 | Language Arts Lab | 900 | 1,800 | 25 | 50 |
| 810 | 2 | Large Material Storage | 150 | 300 | | |
| 367 | 1 | Control Booth | | 100 | | |
| | | | | <u>2,200</u> | | |

Note: The two Language Arts Skills Development Labs shall be adjacent to each other with an operable partition between them. When the partition is open the combined space of 1,800 net square feet may be utilized as a Theater Lab or Dance.

Art

| | | | | | | |
|---------|---|---|--|--------------|--|----|
| 047 | 1 | 2D/3-D Lab | | 1,378 | | 26 |
| 809/812 | 1 | Medium Material Storage/Small Project Storage | | 220 | | |
| 805 | 1 | Kiln | | 100 | | |
| | | | | <u>1,698</u> | | |
| | 1 | Outside Patio (3-D Lab) | | (500) | | |

Music

| | | | | | | |
|-----|---|-------------------------|----|--------------|--|----|
| 076 | 1 | Band/Vocal | | 1,900 | | 35 |
| 806 | 1 | Reference | | 70 | | |
| 809 | 1 | Medium Material Storage | | 120 | | |
| 830 | 1 | Ensemble | | 200 | | |
| 831 | 2 | Practice | 70 | 140 | | |
| 832 | 1 | Instrument Storage | | 400 | | |
| 834 | 1 | Uniform Storage | | 75 | | |
| | | | | <u>2,905</u> | | |

| FTSH Code | Number Spaces | Space Description | Square Feet Unit | Square Feet Total | Stu. Sta. Unit | Stu. Sta. Total |
|--------------|------------------|-------------------|---------------------|----------------------|-------------------|--------------------|
|--------------|------------------|-------------------|---------------------|----------------------|-------------------|--------------------|

Physical Education

| | | | | | | |
|---------|---|--|-----|--------------|--|--|
| 090/092 | 1 | Male Dressing Room/Lockers | | 1,250 | | |
| 091/093 | 1 | Female Dressing Room/Lockers | | 1,250 | | |
| 094 | 1 | Male Showers | | 0 | | |
| 095 | 1 | Female Showers | | 0 | | |
| 815 | 1 | Male Restrooms | | 0 | | |
| 816 | 1 | Female Restrooms | | 0 | | |
| 096 | 1 | Male Drying | | 0 | | |
| 097 | 1 | Female Drying | | 0 | | |
| 098 | 2 | Storage | 150 | 300 | | |
| 099 | 1 | Male Teacher Shower | | 22 | | |
| 099 | 1 | Female Teacher Shower | | 22 | | |
| 114 | 1 | Male Laundry/Towel Distribution | | 150 | | |
| 114 | 1 | Female Laundry/Towel Distribution | | 150 | | |
| 117 | 1 | Weight Room | | 1,000 | | |
| 110 | 1 | Multipurpose/Instruction/Fitness | | 1,400 | | |
| | | | | <u>5,543</u> | | |
| | | Hardcourts (1) (Basketball/Volleyball) | | (5,940) | | |
| | | Playground Equipment Area | | (3,500) | | |

NOTE: The Hardcourt Area, Tennis Courts, Raquetball Courts, and the Playground Equipment Area are approximate square footages. See M-DCPS Design Criteria for specific requirements. Provide one staff restroom in each Teacher Planning space from the "Staff Restroom" square footage allocation. Provide a total of two teacher planning spaces of 360 square feet each; one for male and one for female from the "Teacher Planning Office" square footage allocation.

Media Center

| | | |
|-----|---------------------------|--------------|
| 301 | Media Director's Office | 150 |
| 380 | Reading Room/Stacks | 2,655 |
| 381 | Technical Processing | 266 |
| 383 | Audiovisual Storage | 443 |
| 385 | Closed Circuit Television | 266 |
| | | <u>3,780</u> |

NOTE: Provide one male and one female student restroom in the Media Center from the "Student Restrooms" square footage allocation. Combine Technical Processing and Media Director's Office into one space.

| FISH Code | Number Spaces | Space Description | Square Feet Unit | Square Feet Total | Stu. Sta. Unit | Stu. Sta. Total |
|--------------|------------------|-------------------|---------------------|----------------------|-------------------|--------------------|
|--------------|------------------|-------------------|---------------------|----------------------|-------------------|--------------------|

Administration

| | | | | | | |
|-----|---|---|-----|--------------|--|--|
| 300 | 1 | Principal Office | | 200 | | |
| 301 | 2 | Assistant Principal Office | 150 | 300 | | |
| 301 | 2 | Administrative Office | 150 | 300 | | |
| 302 | 1 | Bookkeeping Office | | 120 | | |
| 303 | 1 | Secretarial Space (for 4) | | 600 | | |
| 304 | 1 | Reception | | 225 | | |
| 305 | 1 | Production Workroom | | 175 | | |
| 306 | 1 | Conference Room | | 200 | | |
| 307 | 1 | Clinic (including two restrooms and shower) | | 300 | | |
| 308 | 1 | Administrative Storage | | 175 | | |
| 309 | 1 | Records Vault | | 100 | | |
| 304 | 1 | Reception (Attendance) | | 125 | | |
| 314 | 1 | Itinerant Office (Attendance) | | 120 | | |
| 311 | 1 | Student Activities | | 400 | | |
| 316 | 1 | Teacher Lounge/Dining | | 600 | | |
| 315 | 5 | Teacher Planning Office (for 6) | 360 | 1,800 | | |
| 315 | 2 | Teacher Planning Office (for 1, for P.E.) | 100 | 200 | | |
| | | | | <u>5,940</u> | | |

NOTE: Provide a male and female staff restroom in the administrative area and the Teacher Lounge/Dining from the "Staff Restroom" square footage allocation.

Student Services

| | | | | | | |
|-----|---|------------------------------------|-----|--------------|--|--|
| 301 | 2 | Guidance Counselor Office | 150 | 300 | | |
| 304 | 1 | Reception | | 150 | | |
| 303 | 1 | Guidance Secretarial Space (for 2) | | 300 | | |
| 306 | 1 | Conference Room | | 200 | | |
| 313 | 1 | Careers Room | | 300 | | |
| 309 | 1 | Student Records | | 125 | | |
| 314 | 1 | Itinerant Office | | 120 | | |
| | | | | <u>1,495</u> | | |

Food Service

| | | | | | | |
|-----|---|------------------------------------|--|--------------|--|--|
| 340 | 1 | Dining | | 2,830 | | |
| 341 | 1 | Kitchen/Serving Area/Serving Bays | | 2,500 | | |
| 351 | 1 | Covered Patio (1/2 actual sq. ft.) | | 1,000 | | |
| | | | | <u>6,331</u> | | |

NOTE: The Covered Patio is shown at 1/2 actual square footage to comply with O.E.F. requirements. The Covered Patio shall be 2,000 net square feet.

| FISH Code | Number Spaces | Space Description | Square Feet Unit | Square Feet Total | Stu. Sta. Unit | Stu. Sta. Total |
|--------------|------------------|-------------------|---------------------|----------------------|-------------------|--------------------|
|--------------|------------------|-------------------|---------------------|----------------------|-------------------|--------------------|

Stage

| | | | | | | |
|-----|---|-----------------|--|--------------|--|--|
| 363 | 1 | Stage | | 1,220 | | |
| 365 | 1 | Dressing Male | | 187 | | |
| 366 | 1 | Dressing Female | | 187 | | |
| | | | | <u>1,595</u> | | |

NOTE: The Non-working Stage square footage of 1,220 sq. ft. consists of a non-working stage of 990 sq. ft. and a thrust stage of 230 sq. ft. Provide one male and one female student restroom in the stage dressing room from the overall "Student Restroom" square footage allocation. The stage shall be located adjacent to the student dining room to create a cafetorium.

Other Areas

| | | | | | | |
|---------|---|-------------------------------------|--|------------|--|--|
| 368 | 1 | Textbook Storage | | 200 | | |
| 815/816 | | Student Restrooms (male and female) | | 0 | | |
| 819/820 | | Staff Restrooms (male and female) | | 0 | | |
| 822/823 | | Public Restrooms (male and female) | | 0 | | |
| | | | | <u>201</u> | | |

NOTE: The square footage designated above for the restrooms are only approximate and as recommended in SREF. The actual square footage necessary for a specific project may vary due to various code requirements and the specific design solution. The square footage will need to be adjusted accordingly during design on a per project basis.

Custodial

| | | | | | | |
|-------------|---|---|--|--------------|--|--|
| 330/331/332 | 1 | Receiving, Work Area, and Service Closets | | 900 | | |
| 333 | 1 | Flammable Storage | | 200 | | |
| 334 | 1 | Equipment Storage | | 400 | | |
| | | | | <u>1,500</u> | | |

NOTE: Provide one staff toilet in central receiving from the "Staff Restroom" square footage allocation. Within the square footage allocated to "Receiving" provide a zone mechanic office at 90 nsf.

| | | |
|---|---------------|-----|
| Sub-Total Net | 54,301 | 716 |
| Mechanical @ 6% of sub-total net | <u>3,258</u> | |
| TOTAL NET | 57,559 | |
| Circulation, walls, etc. @ 34% of total net | <u>19,570</u> | |
| TOTAL GROSS | 77,129 | |

NOTE: The percentages shown for mechanical and circulation are those noted by SREF as "recommended" and are included here as examples only. The Board makes no representation that such percentages are correct or achievable for any specific design. The Architect of Record, Design Builder, Contractor, or any other party is specifically cautioned to utilize only the actual square footage as designed for a specific facility and not to utilize these examples for estimates, scheduling, design or any other purpose involving actual projects.

ATTACHMENT 3

FLORIDA STATUTES DEALING WITH LEASE-PURCHASE REQUIREMENTS

The 2005 Florida Statutes

Title XLVIII
K-20 EDUCATION CODE

Chapter 1013
EDUCATIONAL FACILITIES

[View Entire Chapter](#)

1013.15 Lease, rental, and lease-purchase of educational facilities and sites.--

(1) A board may lease any land, facilities, or educational plants owned by it to any person or entity for such term, for such rent, and upon such terms and conditions as the board determines to be in its best interests; any such lease may provide for the optional or binding purchase of the land, facilities, or educational plants by the lessee upon such terms and conditions as the board determines are in its best interests. A determination that any such land, facility, or educational plant so leased is unnecessary for educational purposes is not a prerequisite to the leasing or lease-purchase of such land, facility, or educational plant. Prior to entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

(2)(a) A district school board may rent or lease educational facilities and sites as defined in s. 1013.01. Educational facilities and sites rented or leased for 1 year or less shall be funded through the operations budget or funds derived from millage proceeds pursuant to s. 1011.71(2). A lease contract for 1 year or less, when extended or renewed beyond a year, becomes a multiple-year lease. Operational funds or funds derived from millage proceeds pursuant to s. 1011.71(2) may be authorized to be expended for multiple-year leases. All leased facilities and sites must be inspected prior to occupancy by the authority having jurisdiction.

1. All newly leased spaces must be inspected and brought into compliance with the Florida Building Code pursuant to chapter 553 and the life safety codes pursuant to chapter 633, prior to occupancy, using the board's operations budget or funds derived from millage proceeds pursuant to s. 1011.71(2).

2. Plans for renovation or remodeling of leased space shall conform to the Florida Building Code and the Florida Fire Prevention Code for educational occupancies or other occupancies, as appropriate and as required in chapters 553 and 633, prior to occupancy.

3. All leased facilities must be inspected annually for firesafety deficiencies in accordance with the applicable code and have corrections made in accordance with s. 1013.12. Operational funds or funds derived from millage proceeds pursuant to s. 1011.71(2) may be used to correct deficiencies in leased space.

4. When the board declares that a public emergency exists, it may take up to 30 days to bring the

leased facility into compliance with the requirements of State Board of Education rules.

(b) A board is authorized to lease-purchase educational facilities and sites as defined in s. 1013.01. The lease-purchase of educational facilities and sites shall be as required by s. 1013.37, shall be advertised for and receive competitive proposals and be awarded to the best proposer, and shall be funded using current or other funds specifically authorized by law to be used for such purpose.

1. A district school board, by itself, or through a direct-support organization formed pursuant to s. 1001.453 or nonprofit educational organization or a consortium of district school boards, may, in developing a lease-purchase of educational facilities and sites provide for separately advertising for and receiving competitive bids or proposals on the construction of facilities and the selection of financing to provide the lowest cost funding available, so long as the board determines that such process would best serve the public interest and the pledged revenues are limited to those authorized in s. 1011.71(2)(e).

2. All activities and information, including lists of individual participants, associated with agreements made pursuant to this section shall be subject to the provisions of chapter 119 and s. 286.011.

(c)1. The term of any lease-purchase agreement, including the initial term and any subsequent renewals, shall not exceed the useful life of the educational facilities and sites for which the agreement is made, or 30 years, whichever is less.

2. The initial term or any renewal term of any lease-purchase agreement shall expire on June 30 of each fiscal year, but may be automatically renewed annually, subject to a board making sufficient annual appropriations therefor. Under no circumstances shall the failure of a board to renew a lease-purchase agreement constitute a default or require payment of any penalty or in any way limit the right of a board to purchase or utilize educational facilities and sites similar in function to the educational facilities and sites that are the subject of the said lease-purchase agreement. Educational facilities and sites being acquired pursuant to a lease-purchase agreement shall be exempt from ad valorem taxation.

3. No lease-purchase agreement entered into pursuant to this subsection shall constitute a debt, liability, or obligation of the state or a board or shall be a pledge of the faith and credit of the state or a board.

4. Any lease-purchase agreement entered into pursuant to this subsection shall stipulate an annual rate which may consist of a principal component and an interest component, provided that the maximum interest rate of any interest component payable under any such lease-purchase agreement, or any participation or certificated portion thereof, shall be calculated in accordance with and be governed by the provisions of s. 215.84.

(3) Lease agreements entered into by university boards of trustees shall comply with the provisions of s. 1013.171.

(4)(a) A board may rent or lease existing buildings, or space within existing buildings, originally constructed or used for purposes other than education, for conversion to use as educational facilities.

Such buildings rented or leased for 1 year or less shall be funded through the operations budget or funds derived from millage pursuant to s. 1011.71(2). A rental agreement or lease contract for 1 year or less, when extended or renewed beyond a year, becomes a multiple-year rental or lease. Operational funds or funds derived from millage proceeds pursuant to s. 1011.71(2) may be authorized to be expended for multiple-year rentals or leases. Notwithstanding any other provisions of this section, if a building was constructed in conformance with all applicable building and life safety codes, it shall be deemed to meet the requirements for use and occupancy as an educational facility subject only to the provisions of this subsection.

(b) Prior to occupying a rented or a leased existing building, or space within an existing building, pursuant to this subsection, a school board shall, in a public meeting, adopt a resolution certifying that the following circumstances apply to the building proposed for occupancy:

1. Growth among the school-age population in the school district has created a need for new educational facilities in a neighborhood where there is little or no vacant land.
2. There exists a supply of vacant space in existing buildings that meet state minimum building and life safety codes.
3. Acquisition and conversion to use as educational facilities of an existing building or buildings is a cost-saving means of providing the needed classroom space as determined by the difference between the cost of new construction, including land acquisition and preparation and, if applicable, demolition of existing structures, and the cost of acquisition through rental or lease and conversion of an existing building or buildings.
4. The building has been examined for suitability, safety, and conformance with state minimum building and life safety codes. The building examination shall consist, at a minimum, of a review of existing documents, building site reconnaissance, and analysis of the building conducted by, or under the responsible charge of, a licensed structural engineer.
5. A certificate of evaluation has been issued by an appropriately licensed design professional which states that, based on available documents, building site reconnaissance, current knowledge, and design judgment in the professional's opinion, the building meets the requirements of state minimum building and life safety codes, provides safe egress of occupants from the building, provides adequate firesafety, and does not pose a substantial threat to life to persons who would occupy the building for classroom use.
6. The plans for conversion of the building were prepared by an appropriate design professional licensed in this state and the work of conversion was performed by contractors licensed in this state.
7. The conversion of the building was observed by an appropriate design professional licensed in this state.
8. The building has been reviewed, inspected, and granted a certificate of occupancy by the local building department.
9. All ceilings, light fixtures, ducts, and registers within the area to be occupied for classroom purposes were constructed or have been reconstructed to meet state minimum requirements.

History.--s. 808, ch. 2002-387.



**AFFIRMATIVE ACTION
EMPLOYMENT BREAKDOWN**

[illegible]

Miami-Dade County Public Schools
SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT 5
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

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

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)

for _____
(Print Name of entity submitting sworn statement)

whose business address is _____

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

2. I, _____, am duly authorized to make this

(Print individual's name and title)

sworn statement on behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **“contractual personnel”** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines **“contractual personnel”** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel 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 sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a _____ (eg. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that “level 2 screening requirements,” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day or _____, 20____.

Personally known _____

OR Produced Identification _____

Notary Public -State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Initials