

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA SCHOOL BOARD ADMINISTRATION BUILDING 1450 Northeast Second Avenue

Miami, FL 33132

| 404 | | | | Direct all inquiries to Procurement Management Services. | | |
|--------------------------|--|--|---|---|--|--|
| BIDDE | RG | QUALIFICATION FORM | | BUYER NAME: | | |
| BID NO |). <u>0</u> 8 | 85-JJ05 | | Gladys Forero-Beltran E-MAIL ADDRESS: gfbeltran@dadeschools.net | | |
| | | Delivery of Testing Ma | terials | | | |
| ייי טוט | L-L- | Delivery of Teeting Ina | toriais | PHONE: (305) 995-1373 | | |
| | | | | FAX NUMBER: (305)523-4990 | | |
| | | | | TDD PHONE: (305) 995-2400 | | |
| Avenue, N (Refer to I | /liami nstru | ctions to Bidders, para. IV.B.) | e publicly opened. Bids may no | 1, School Board Administration Building, 1450 NE 2n t be withdrawn for <u>120</u> days after opening. | | |
| subsequer | nt pui | | ward shall constitute a binding, e | The School Board of Miami-Dade County, Florida, an enforceable contract. Unless otherwise stipulated in the | | |
| I. E | BIDD | ER CERTIFICATION AND IDENTIF | FICATION | | | |
| | A. | submitting a bid for the same mate | erials, supplies, or equipment, ar | ent, or connection with any corporation, firm, or person nd is in all respects fair and without collusion or fraud. uthorized to sign this bid for the bidder. | | |
| | B. | Vendor certifies that it satisfies a Miami-Dade County, Florida. | Il necessary legal requirements | as an entity to do business with The School Board | | |
| | C. | | | Business Code of Ethics, and agree to comply with th nt policies and procedures. (School Board Rule 6Gx10 | | |
| | D. | | | vned subsidiary are currently debarred or in default of other private or governmental entity. | | |
| II. | NDE | MNIFICATION | | | | |
| d ti d | dama court he pe due to of the | ge, injury, liability, cost or expense costs arising out of bodily injury to erformance of this contract (includir or caused in part by the negligence | of whatsoever kind or nature inc persons, including death, or dar ng goods and services provided be or other culpability of the inde | as hereinafter defined) against any claim, action, loss cluding, but not by way of limitation, attorney's fees an mage to tangible property arising out of or incidental thereto) by or on behalf of the Bidder, whether or not emnity, excluding only the sole negligence or culpability. The School Board of Miami-Dade County, Florida, it | | |
| | | ORMANCE SECURITY, is required | d on this bid. YES | NO 🗸 | | |
| F | Refer | · · · · · · · · · · · · · · · · · · · | | SECURITY IS REQUIRED, PLEASE INDICATE TH | | |
| | | Performance Bond | Check (Cashier's | s, Certified, or equal) | | |
| | | - | - | Bidder Qualification Form. | | |
| Lega | l Na | - | quested to use blue ink, do | o not use pencil) | | |
| | | Address | | | | |
| | | | | Zip Code | | |
| | | | | | | |
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| 1 | | ature (Original) | | | | |
| Of Au | ıthor | rized Representative | | Date | | |
| | | yped or Printed) | | | | |
| • | | rized Representative | | Date | | |

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

| NAME | | | LIST O | F POSI | TIONS | Ε | DATES EI | MPLOY | EE HE | LD POSIT | ION |
|---|--|--|--|--------------------------------------|--|---|--|--|------------------------------|--|------------------------|
| to disclose t contractor, a disclosures the former S | he nam and who will be i School E | ies of any o within in accord Board em | of their of the last ance with ployee, a | employee two yea current list of the | es who se ars, have School Bo e positions | rve as agents been or are pard rules, bu s the employed ployee held the | s or princip employee t will include ee held in | oals for es of th de, at a the last | the bido e Scho minimu | der, propose ol Board. S ım, the nam | er or Such ne of |
| Pursuant | | | | | | 3F-1.025, s, proposers, | which | may | | accessed | |
| | | | | | | | | | | | |

| NAME | LIST OF POSITIONS | DATES EMPLOYEE HELD POSITION |
|--|-------------------|------------------------------|
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LOBBYISTS

Board rule 6Gx13-<u>8C-1.21</u>, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at http://www2.dadeschools.net/schoolboard/rules/.

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a <u>Cone of Silence</u> from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

- A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 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.
- 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
- 2. FOR M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.
- C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.
- 1. ITEM SPECIFICATION. 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 bears freight charges. Bidder owns 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 PROPOSAL FORMS 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 contractors 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. Do not erase or use correction fluid to correct an error.
- 3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

- C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 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. 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 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 "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" 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 will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

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 Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:
- The Board no longer requires the supplies, services, or construction;
- The Board no longer can reasonably expect to fund the procurement;
- A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
- 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 District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor 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 352, 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."
- C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:
- 1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
- 2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS 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 which can be accessed at the district's website www.dadeschools.net.
- 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 bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filled in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filled within 10 days after the date the notice of protest is filled. 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 established herein.
- C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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 proceedings under Chapter 120, Florida Statutes.
- D. Formal, written protests 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 bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064.

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 District'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 contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

- E. PURCHASE ORDERS mailed to successful 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 successful 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 contract and subject to the default provisions stated in Section VI. F.
- F. DEFAULT. A vendor who fails to perform according to the terms of the contract (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, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13-8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board rule 6Gx13-3F-1.023.
- G. 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.

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 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:

| Contract Amount | Minimum Rating by A.M. Best |
|---------------------------------|-----------------------------|
| \$ 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 Awardee of his/her cash security, or notification to the Awardee 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

When bid samples are required, the buyer 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 product name and number. Where 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. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.
- C. 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 Miami-Dade County Public Schools 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.
- D. Samples should be delivered to the following address:

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

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

- 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 successful 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.
- G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

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 successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure 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. Vendor'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 successful 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

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors 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

Miami-Dade County Public Schools 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 vendor, at no cost to the purchaser.
- C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. 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 Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. 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 contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify 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 Board makes final payment.

B. 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.

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 Rules 6Gx13-3F-1.024 and 6Gx13-4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract 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 rules prior to providing services to the School Board of Miami-Dade County.

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 the above-referenced statutes, and School Board rules.

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. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, <u>if Board deems necessary</u>, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

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 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 Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 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 abovereferenced 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 were 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 qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract 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 Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. 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 Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS 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 School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII.PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection 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 School 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.

XXIII.ASSIGNMENT

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

Revised January 12, 2009

| FROM: | AFFIX |
|---|---------|
| *************************************** | POSTAGE |
| | HERE |

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA PROCUREMENT MANAGEMENT SERVICES ROOM NO. 352 BID BOX 1450 N.E. 2ND AVENUE MIAMI, FLORIDA 33132

BID NO.: 085-JJ05

BID TITLE: Delivery of Testing Materials

BID OPENING DATE: August 25, 2009

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

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| | | | | |

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. NO ENVELOPE IS NECESSARY.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

| Our company does not handle this type of product/service. We cannot meet the specifications nor provide an alternate equal product. Our company is simply not interested in bidding at this time. OTHER, (Please specify) |
|--|
| |
| o not want to be retained on your mailing list for future bids for this type oduct and/or service. |
| Signature |
| Title |
| Company |

NOTE:

Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a $NO\ BID$.

Vendor Information Sheet



| 1A. | 2. Telephone/Fax/Contact Person |
|--|---------------------------------|
| Federal Employer Identification Number | |
| Or | Telephone number |
| Owner's Social Security Number | |
| 1B. | Fax number |
| Name of Firm, Individual(s), Partners or Corporation | |
| | Contact Person |
| Street Address | |
| City State Zip Code | E-mail address |

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable**.

| Name | Title | Address | Gender | Race- ethnicity | Stock Ownership |
|------|-------|--|--------|--------------------|-----------------|
| | | | | | |
| | | | | | |
| | | AL A | | | |
| | | | | | |

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS. Vendor applications can be downloaded at: http://procurement.dadeschools.net

| | | 1/ | MAMI-DADE COONTY PUBLIC ST | JHOOLS | |
|---------|------------|-----------|-----------------------------|----------------------|----------------|
| BID PRO | POSAL FORM | (FORMAT A | TO: THE SCHOOL B | OARD OF MIAMI-DADE (| COUNTY FLORIDA |
| BID | | | BUYER | PAGE | |
| | 085-JJ05 | | Gladys Forero-Beltran | | SC 1 |
| TITLE | | | | | |
| | | | Delivery of Testing Materia | ıls | |

SPECIAL CONDITIONS

- 1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed, for the **Testing Distribution Center (TDC)**. The term of the bid shall be for two (2) years from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, be extended for two (2) additional one year periods and, if needed ninety (90) days beyond the date of the current contract period. The Board, through Procurement Management Services, may, if considering an extension, request a letter of intent to extend from the awardee prior to the end of the current contract period. The awardee will be notified when the recommendation has acted upon. All prices shall be firm for the term of the contract. The successful vendor agrees to this condition by signing its bid.
- 2. **AWARD:** Award of this bid is to be made on a total low bid basis, to a primary and first and second alternate responsive, responsible bidders offering the lowest total price for items 1, 2 and 3. If the primary awardee is unable to perform under the terms and conditions for the contract, the alternate awardees will be utilized in ranking order. The Board reserves the right to reject any and all bids for excessive prices.
- 3. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to the quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contract period, and include an additional ten (10) percent to cover unanticipated increases in requirements.
- 4. **DELIVERIES:** Pick up and delivery will include the TDC and testing locations (i.e. schools or regional offices), and shall be completed in accordance with the schedule attached, (**ATTACHMENT A**), to be included on the purchase order, which will be coordinated through **TDC.** The successful vendor may be required to deliver or pick-up testing materials with less than 72 hours notice. All pick-up and delivery locations will be in Miami-Dade County.
- 5. **PRICE ADJUSTMENTS:** The term of this contract will be for an initial two (2) year period, with the option to extend the contract for two (2) additional one (1) year periods and, if needed ninety (90) days beyond the date of the current contract period. At the end of each contract term provided the option(s) to extend is exercised, the contract prices may be adjusted by up to five percent (5%),up or down, applying one percent (1%) for every 5 cents of fuel price increase/decrease (maximum 5% either way) to the contract price for the previous period. The price of fuel will be monitored by the OPIS average

| | MIAMI-DADE COUNTY PUBLIC | SCHOOLS | |
|---------------------|---------------------------|-----------------------------------|-------------|
| BID PROPOSAL FORM (| FORMAT A) TO: THE SCHOOL | BOARD OF MIAMI-DADE COUNTY | NTY FLORIDA |
| BID | BUYER | PAGE | |
| 085-JJ05 | Gladys Forero-Beltran | 1 | SC 2 |
| TITLE | | | |
| | Delivery of Testing Mater | rials | |

Special Conditions (CONTINUED)

rack price for fuel, (diesel/gas fuel), at the Port of Miami/Port Everglades the week of the award of the contract by The Board, and will be reviewed approximately three (3) moths prior to the expiration date of the contract and any extension. The first contract day of any extension period will be the starting date for the new OPIS average rack price for diesel/gas fuel in effect for that week. This process will be repeated on any additional extensions.

- 6. **VEHICLE USAGE:** The successful vendor must provide vehicles capable of delivering bulk quantities using appropriate delivery vans and/or trucks.
- 7. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. **Prior to being recommended for award, the Vendor has five (5) business days after notification to submit proof of insurance as required herein.**
- 8. **INSPECTION OF FACILITIES:** Procurement Management Services may require the bidder to make their facilities available for inspection, or may require additional information concerning the bidder's ability to perform this contract. Failure to supply any such additional information or to make their facilities available for inspection within five (5) days from the request will result in the bidder not being considered for award.
- 9. **VENDOR INFORMATION SHEET:** All bidders are required to complete and submit the attached Vendor Information Sheet. Form must be submitted as part of the complete bid package submitted. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both these documents must be consistent. Failure to comply with this condition may cause the bidder(s) not to be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.
- 10. **REFERENCES:** Bidder(s) are required to complete the attached reference sheet, **(ATTACHMENT B)**, listing three references from past or present companies they have contracted with, for the same type of services being provided. Reference sheet must be submitted as part of the complete bid package. References may be from other school districts or large establishments within the past two years, and shall include name, address, contact person, phone and fax numbers, and length of contract, in order to verify satisfactory performance. Failure to do so may result in the bidder not being considered for award.

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|-------|------------------|------------------------|----------------------------|--------------|
| BID | PROPOSAL FORM (F | FORMAT A) TO: THE SCHO | OL BOARD OF MIAMI-DADE COL | JNTY FLORIDA |
| BID | | BUYER | PAGE | WAR (1971) |
| | 085-JJ05 | Gladys Forero-Bel | tran | SC 3 |
| TITLE | | | | |
| | | Delivery of Testing M | aterials | |

MIXIM DADE COURTY DUDING COURCE

SPECIAL CONDITIONS (CONTINUED)

11. **LOCAL BUSINESS TAX RECEIPT:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements.

A copy of the license is required to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

12. **SUBMITTAL OF CORRESPONDENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by Fax or E-mail to the Buyer, with a copy of the written request sent simultaneously to the Board Clerk:

Ms. Gladys Forero-Beltran, Buyer Procurement Management Services Fax No. (305) 523-4990 E-mail: gforero-beltran@dadeschools.net Ileana Martinez, School Board Clerk Miami-Dade County Public Schools The Office of Superintendent of Schools 1450 N.E. 2nd Avenue, Room 268B Miami, Florida 33132 Fax: (305) 995-1448

E-mail:martinez@dadeschools.net

13. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

http://procurement.dadeschools.net/

- 14. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
 - 1. Use of pencil is prohibited.
 - 2. Do not erase or use correction fluid to correct an error.
 - 3. All changes must be crossed out and initialed in ink.

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| BID PROPOSAL FORM (FORM | (ATA) TO: THE SCHOOL BOAF | RD OF MIAMI-DADE COUNTY FLORIDA |
| BID | BUYER | PAGE |
| 085-JJ05 | Gladys Forero-Beltran | SC 4 |
| TITLE | | |
| No. of the state o | Delivery of Testing Materials | |

SPECIAL CONDITIONS (CONTINUED)

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

15. **BIDDER'S RESPONSIBILITY**

Before submitting their bid, each bidder is required to carefully examine the specifications on Bid Format (attached hereto), bid prices and extensions, insurance and licensing requirements, bid closing date and time to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Failure to do so on the part of the bidder will, in no way, relieve them of any of the obligations and responsibilities that are a part of this bid.

Each bidder is requested to submit two (2) copies of their bid, one original (which is to be completely filled out in accordance with # 14 above) and one copy clearly marked COPY.

The School Board of Miami-Dade County, Florida Bid #085-JJ05 Delivery of Testing Materials

BID PROPOSAL FORM (FORMAT B)

| | Type or print in this box the complete name of the bidder. | | | |
|------|---|-------------------------|---------|-----------------|
| | Bid # 085-JJ05 Title: Delivery of Testing Materials Buyer: Gladys Forero-Beltran | | | NAME OF BIDDER: |
| ITEM | DESCRIPTION | ESTIMATED QUANTITIES | 1 | PRICE PER UNIT |
| | FOR THE PURPOSE OF THIS BID, ONE DAY SHALL EQUAL AN AVERAGE OF EIGHT (8) HOURS (STAFFED WITH A MINIMUM OF ONE (1) DRIVER). BIDDERS SHOULD CLOSELY REVIEW ATTACHED SPECIFICATION WITH SPECIAL ATTENTION TO 1.01(G), SECURITY OF MATERIALS. ITEMS 1 THROUGH 3 TO BE AWARDED ON A TOTAL LOW BID BASIS. | | | |
| | SERVICES: | | | |
| 1 | Daily rate for deliveries made utilizing a van, dolly and/or handcart. | 260 | Per/Day | |
| 2 | Daily rate for deliveries made utilizing a vehicle step-van, dolly and/or hand cart. | 10 | Per/Day | |
| 3 | Daily rate for deliveries made utilizing a 20' delivery truck or larger and dolly. | 90 | Per/Day | |
| | TOTAL LOW | | | |

CONSIDERED

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 Bid#085-JJ05

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

<u>INSURANCE</u>

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:

- Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- 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 \$300,000 combined single limit per occurrence for bodily injury and property damage.
- 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 coverage 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 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 to the 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 to 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 thirty (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 of insurance shall be delivered to:

Miami-Dade County Public Schools Office of Risk and Benefits Management 1500 Biscayne Boulevard, Suite 127 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 Ms. La-Chane Clark at 305-7133.

MIAMI-DADE COUNTY PUBLIC SHCOOLS DELIVERY OF TESTING MATERIALS BID NO. 085-JJ05 SPECIFICATIONS

ATTACHMENT A

1. PURPOSE:

The purpose of this bid is to establish a contract for the delivery of testing materials as required by Miami-Dade County Public Schools (MDCPS). Vendors should be capable of loading, delivering and unloading of test materials.

1.01 **GENERAL**

A. Scope

Vendor shall furnish all labor, supervision, equipment, transportation and materials necessary to deliver testing materials to multiple sites as scheduled by the Testing Distribution Center (TDC).

B. Work Day

The normal hours for MDCPS TDC are between 7:30 AM and 4:00 PM, Monday through Friday. Access to schools will be available between the hours of 8:30 AM and 3:30 PM only.

C. Notification of Commencement

MDCPS will make every attempt to provide a minimum of 72 hours notice for delivery of testing materials. Successful vendor(s) may be required to deliver or pick up unscheduled test materials with less than 72 hours notice on an emergency basis. No additional charge will be allowed for emergency deliveries.

D. Vehicle Requirement

Vendor must have the ability to provide up to five vehicles with drivers on a single day. Vehicles are to be vans, step vans or 20 ft. delivery trucks.

E. School Locations

The vendor shall be familiar with Miami-Dade County road system and geography. Schools are located throughout the county and the bid requires prompt delivery to all locations of highly time sensitive materials. The vendor should make every attempt to thoroughly examine and be familiar with all the specifications herein. Failure to address the logistics of completing the specifications of this bid will not entitle the vendor to additional compensation.

MIAMI-DADE COUNTY PUBLIC SHCOOLS DELIVERY OF TESTING MATERIALS BID NO. 085-JJ05 SPECIFICATIONS

F. Proof of Delivery

Drivers must secure authorized signatures and employee numbers upon each delivery. Each authorized name must be readable and clearly written on the vendors receiving ticket. A sample ticket is attached as a vendor's guide. (ATTACHMENT C).

G. Security of Materials

Test materials including all test response sheets, test booklets and other materials containing secure test questions shall be kept secure and accounted for, as per District and State guidelines. At no time shall testing materials be left unattended. AT NO TIME SHALL TEST MATERIALS BE MIXED WITH ANY OTHER PRODUCT FROM ANY OTHER SOURCE, DURING DISTRIBUTION. The Testing Distribution Center, must be notified through Ms. Magaly Hernandez, of any materials that have not been delivered by the end of the workday. Arrangements for delivery back to TDC or other appropriate facility will be made. A complete set of guidelines will be provided to the awarded vendor for handling/securing materials.

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. The vendor is required, and shall have the capability to simultaneously perform all work herein at multiple locations throughout Miami-Dade County on a timely basis.
- B. Vendor shall assure that no use of any controlled substance including alcohol shall occur on MDCPS premises as outlined in Board Rule 6GX13-4-1.05. Vendor who violates this Board Rule may be subject to termination of services.
- C. 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 employees name, the employers name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on MDCPS property.
- D. The vendor's employees, subcontractors and its employees, and any other personnel including material handlers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of MDCPS. Violation of this provision shall result in removal of the individual(s) involved from the school site, the project, and further,

MIAMI-DADE COUNTY PUBLIC SHCOOLS DELIVERY OF TESTING MATERIALS BID NO. 085-JJ05 SPECIFICATIONS

the vendor shall be prohibited from employing the individual in any future work with MDCPS performed under this term bid.

1.03 REQUIRED BID DOCUMENTATION

With the bid the vendor(s) shall submit the following documents. Failure to submit all required documentation with the bid or within five (5) days of notification shall result in the vendor not being considered for award.

- A. Vendor shall submit three letters of reference of similar work performed within the past two years. References must include name, address, contact person, phone and fax number, length of contract, in order to verify satisfactory performance. Failure to do so may result in the vendor not being considered for award.
- B. Copy of Local Business Tax Receipt (Occupational License)

Additionally, the successful vendor(s) are required to have insurance coverage as noted in the Special Conditions, in addition to providing verification that all drivers have current and valid Florida Driver's Licenses.

1.04 BILLING

A. The original invoice shall be sent to:

Miami-Dade County Public Schools
Testing Distribution Center
Attn: Magaly Hernandez
13135 S.W. 26 St.
Miami, FL 33175



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools Alberto M. Carvalho Miami-Dade County School Board

Dr. Solomon C. Stinson, Chair
Dr. Marta Pérez, Vice Chair
Agustin J. Barrera
Renier Diaz de la Portilla
Dr. Lawrence S. Feldman
Perla Tabares Hantman
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Ana Rivas Logan

ATTACHMENT B

"REFERENCE SHEET" BID NO.085-JJ05 DELIVERY OF TESTING MATERIALS

| Proposer | | | Email | | |
|-------------------------------|------------|----------------------|-------------------|--|--|
| Firm Repre | esentative | | Telephone No. | Fax No. | |
| Street Add | ress | | URL | 300 MARINA MARINA MARINA (1900 M | |
| City | State | Zip Code | Years In Business | | |
| License I Local Bus | | eipt Number and Effe | ective Date | | |

Please list below 3 of your most recent references and indicate the type of service provided for each client. References will be verified.

| COMPANY | CONTACT | ADDRESS | PHONE NO. | FAX NO. | SCOPE OF SERVICES PROVIDED |
|---------|---------|---------|-----------|---------|----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| Driver's Name: | | # of Pieces: | | M | Miami-Dade County Public Schools | Schools | <u> </u> | | | | | |
|------------------------------|------------------------------------|----------------------|--------------|--------|--|-------------------------|--------------|--------------|---|---|---|--|
| Driver's Number: | | Total Weight: | | | Test Distribution Center (TDC) | (TDC) | | | | | | |
| Date/Time: | | Vehicle Type: | | 13 | 13135 SW 26th St. Miami, FL 33175 | T 33175 | RUN 1 | | | | | |
| TDC's Signature: | | | | | | | ATTACHMENT C | | | | | |
| Sch # Sch | School Name | Address | City | Zip Ti | Time Print Name | Signature | Employee # | | | | | |
| 7020 Doral Acader | Doral Academy High School | 11100 NW 27 Street | Doral | 33172 | | | | | | | | |
| 7009 Doral Performing Arts | ming Arts | | | 33172 | | | | | | | | |
| 2000 | Pinecrest Preparatory Academy | | | 33172 | 2716 2716 2716 2716 2716 2716 2716 2716 | | | | | | | |
| | Doral Academy Charter Middle | ø | | 33172 | | | | | | | | |
| 1111 | πy | e) | | 33172 | | | | | | | | |
| | Renaissance Elementary Charter | | | 33122 | | | | | | | | |
| | Renaissance Middle Charter | | | 33122 | | | | | | | | |
| | lementary | 10415 NW 52 Street | | 33178 | | | | | | | | |
| 6151 Doral Middle | | 5005 NW 112 Avenue | Miami | 33178 | | | | | | | | |
| | Eugenia B. Thomas K - 8 Center | ø | | 33178 | | | | | | | | |
| | Dr. Rolando Espinosa K-8 Center | 11250 NW 86 Street | Miami | 33178 | | | | | | | | |
| 7241 Ronald W. Re | Ronald W. Reagan/Doral Senior | nue | Miami | 33178 | | | | | | | | |
| 7262 City of Hialeal | City of Hialeah Education Academy | 2590 W. 76 Street | Hialeah | 33016 | | | | | | | | |
| 6421 Jose Marti Middle | Nddle | 5701 W. 24 Avenue | Hialeah | 33016 | | | | | | | | |
| | d Elementary | 5700 W. 24 Avenue | | 33016 | | | | | | | | |
| (8) | dle | 7901 NW 103 Street | | 33016 | | | | | | | | |
| 8888 | | 7901 NW 103 Street | | 33016 | | | | | | | | |
| 7014 Mater Performing Arts | ming Arts | 7901 NW 103 Street | Hía. Gardens | 33016 | | | | | | | | |
| 0100 Mater Academy | | 7700 NW 98 Street | Hia. Gardens | 33016 | | | | | | | | |
| 7049 Westland Hialeah Senior | | 4000 W. 18 Avenue | | 33012 | | | | | | | | |
| 5361 Springview Elementary | | 1122 Bluebird Avenue | | 33166 | | | | | | | | |
| 7511 Miami Springs Senior | | | 900000 | 33166 | | | | | | | | |
| | s Elementary | | | 33166 | | | | | | | | |
| 6521 Miami Springs Middle | gs Middle | ana | recover. | 33166 | g/R | | | | | | | |
| | h Elementary | | _ | 33010 | | | | | | | | |
| | entary | | | 33010 | | | | | | | | |
| _ | mentary | 701 E. 33 Street | | 33013 | | | | | | | _ | |
| 388 | Telementary | 4251 E. 5 Avenue | | 33013 | | | | | | | | |
| | ior | 251 E. 47 Street | | 33013 | | | | | | | | |
| | Elementary | 4280 W 8 Avenue | | 33012 | | | | | | | | |
| | Elementary | 650 W. 33 Street | | 33012 | | | | | | | | |
| | Middle | 531 W. 29 Street | | 33012 | | | | | | | | |
| 7 | James H. Bright Elementary | 2530 W. 10 Avenue | | 33010 | | | | | | | + | |
| | | 2530 W. 10 Avenue | | 33010 | | | | | | | | |
| 5029 Excelsior Lan | Excelsior Language Acad of Hialeah | 600 W 20 Street | Hialeah | 33010 | | | | | | | | |
| | | | | | | NO. OF ITEMS | | | | | - | |
| | | | | | | APPROX. LBS. PER ITEM | | - | | - | - | |
| | | | | | | TOTAL WEIGHT PER COLUMN | | - | - | | - | |
| | | | | | | | | | | | | |
| Test Material: | | | | | | |] | <u>Date:</u> | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Estimated average vehicle cargo load per day

Light Cargo

| Typical Activity | Vehicle | Number | Number of Boxes | Weight | ght | Number | Number of Stops |
|---|---------|---------|---|---------|---------|---------|-----------------|
| | | Minimum | Ainimum Maximum Minimum Maximum Minimum Maximum | Minimum | Maximum | Minimum | Maximum |
| Delivery to all Elementary and K-8 Centers: FLKRS | Truck | 0 | 0 | 0 | 0 | 0 | 0 |
| & DIBELS test materials | Van | 30 | 50 | 006 | 1,500 | 14 | 18 |

Medium Cargo

| Typical Activity | Vehicle | Number | Number of Boxes | Weight | ght | Number | Number of Stops |
|---|--------------------|---------|-----------------|---------|---------------------------------|---------------|-----------------|
| | | Minimum | Maximum | Minimum | Ainimum Maximum Minimum Maximum | Minimum Maxim | Maximum |
| Delivery to all schools: CELLA test, labels & Visually | Truck | 0 | 0 | 0 | 0 | 0 | 0 |
| Imapaired test materials | Van or Step Van | 02 | 06 | 2,100 | 2,700 | 13 | 19 |

Heavy Cargo

| Typical Activity | Vehicle | Number | Number of Boxes | Wei | Weight | Number | Number of Stops |
|--|--------------------|---------|-----------------|---------|---|---------|-----------------|
| | | Minimum | Maximum | Minimum | Minimum Maximum Minimum Maximum Minimum Maximum | Minimum | Maximum |
| Delivery to all schools: FCAT SSS test materials & | Truck | 175 | 250 | 5,250 | 7,500 | 3 | 5 |
| labels | Van or Step Van | 80 | 06 | 2,400 | 2,700 | 5 | 10 |

TEST DISTRIBUTION CENTER (TDC) Test Materials Delivery/Pick-up August 2008 – July 2009

| Days used | | Activity | # of Vans | # of Trucks | # of HC step- | Stops | Boxes | Weight Lbs. |
|---|--|---|--------------|---|---------------------|-------|-------|----------------|
| | | | | *************************************** | vans | | | |
| 5 Delivery to all Elementary and K-8 Centers: FLKRS & DIBELS (Kindergarten) test | Delivery to all Elementary and FLKRS & DIBELS (Kindergarten) | K-8 Centers: test | 15 | | | 247 | 607 | 13,378 |
| Delivery to all schools: CELLA score reports, 2008 Florida Reads! Writes! Solves! Inquires! CDs, FCAT Writing+ student responses CDs, & DIBELS (grades 1-5) | Delivery to all schools: CELLA 9 2008 Florida Reads! Writes! Sol FCAT Writing+ student respons (grades 1-5) | score reports, ves! Inquires! CDs, es CDs, & DIBELS | 20 | | | 368 | 1,303 | 30,699 |
| 2 Delivery to all Senior High Schools & Alternative Centers: FCAT Retake test, manuals, labels & Visually Impaired test | | ools & Alternative nuals, labels & | 9 | П | | 63 | 652 | 14,300 |
| 2 Delivery to selected schools: F test, manuals & labels | chools: | FCAT Writing Field | 2 | | | 23 | 27 | 675 |
| 8 Delivery to all schools: FCAT Practice Test, Visually Impaired practice test, FCAT Writing manuals & additional calculators | Delivery to all schools: FCAT Pra Visually Impaired practice test , F manuals & additional calculators | actice Test, -CAT Writing | 19 | 15 | | 382 | 3,607 | 93,341 |
| 2 Pick-up from Assessment Department and deliver to TDC: Climate Survey | Pick-up from Assessment Depar deliver to TDC: Climate Survey | tment and | | 2 | | 2 | 470 | 4,700 |
| 5 Delivery to all schools: FAA test , SAT-10 Preview For Parents & Climate Survey | | t , SAT-10 Preview | 21 | | | 386 | 1,141 | 15,534 |
| 8 Delivery to all schools: FCAT SSS manuals & Keys to FCAT | | SS manuals & Keys | 18 | 14 | | 380 | 3,366 | 100,980 |
| 5 Delivery to all schools : FCAT Writing test, labels & Visually Impaired test | | /riting test, labels | 20 | | | 361 | 457 | 12,725 |

| Delivery or Pick-up window | Days | Activity | # of Vans | # of Trucks | # of HC step- vans | Stops | Вохеѕ | Weight Lbs. |
|-------------------------------------|---------------|---|-----------------------|----------------|--|-------|-------|----------------|
| 02/13/09 | 10 | Delivery to all schools: FCAT SSS R/M/S test, labels Wave I and II, Visually Impaired test & talking calculators | 30 | 32 | | 382 | 8,401 | 207,882 |
| 03/02/09 | 4 | Delivery to all Elementary and K-8 Centers: SAT-10 test, ID Headers & manuals (grades 1 and 2) | 14 | | | 249 | 561 | 9,677 |
| 03/09/09 & 03/17/09 | က | Pick-up and delivery: Miami Edison Sr. and Miami Central Sr. FCAT test materials to/from assigned locations (pick-up and delivery hourly rate) | 4 (hourly rate) | | | 4 | 32 | 096 |
| 03/17/09 | 5 | Delivery to all schools: CELLA test, labels & Visually Impaired test materials | 23 | | | 372 | 1,694 | 50,820 |
| 03/18/09 | П | Pick-up from all 4 Regional Centers and deliver to TDC: SAT-10 (grades 1 and 2) | Н | | The state of the s | 4 | 148 | 2,960 |
| 03/27/09 | ∞ | Pick-up from all schools: FCAT SSS "Not To Be Scored" test & District Coordinator Box | 22 | 21 | | 369 | 5,544 | 166,320 |
| 05/15/09 | 4 | Delivery to all schools: ASRA test (Grade 3 selected students), Writing results, FCAT Retake results, Understanding FCAT Reports, and SAT-10 results | 20 | | | 373 | 1,195 | 6,563 |
| 06/01/09 | 1 | Delivery to all 4 Regional Centers: FCAT Individual Student Reports (Grade 3) | | Н | | 4 | 215 | 430 |
| 06/08/09 | ស | Delivery to all schools: FCAT SSS Individual Student Reports (grades 4-11) | 19 | | | | | |
| 07/13/09 | ĸ | Delivery to selected Elementary and K-8 Centers: Alternative Assessment for Grade 3 Promotion test materials | 9 | | | | | |