

REQUEST FOR PROPOSALS

**TITLE I EDUCATIONAL SERVICES FOR PARTICIPATION OF STUDENTS ENROLLED IN PRIVATE
SCHOOLS**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

PROPOSAL RETURN DATE

JUNE 7, 2001

RFP: #199-AA10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
BUREAU OF PROCUREMENT AND MATERIALS MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132

REQUEST FOR PROPOSALS #199-AA10

TITLE I EDUCATIONAL SERVICES FOR PARTICIPATION OF STUDENTS ENROLLED IN PRIVATE
SCHOOLS

Sealed proposals will be accepted in the Bureau of Procurement and Materials Management, at the above location, until 2:00 P.M. on June 7, 2001 and may not be withdrawn for ninety (90) days from that date.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 CONTRACTORS 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/CONTRACTOR 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 Proposal:

A total (10) of the Proposal must be submitted as follows:

- * The original proposal in a sealed envelope or box marked "Original".
- ** (9) 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, Bureau of Procurement and Materials Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M., June 7, 2001.

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 Associate Superintendent, Bureau of Procurement and Materials Management, 1450 N.E. 2nd Avenue, prior to June 7, 2001. The agency or individual contractor's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After June 7, 2001 proposals may not be changed; and they may not be withdrawn for ninety (90) days from that date.

IV. PROTEST OF SPECIFICATIONS

Any notice of protest of the specifications contained in a request for proposal shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in page i for receipt of proposals. Failure to file a timely notice of protest shall constitute a waiver of proceedings.

V. AWARDS

RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to waive irregularities or technicalities, reject any or all proposals and to request re-bids.

AWARD RECOMMENDATION. Proposer information phone lines have been established in Procurement Management. Proposers may call 995-1375 each Friday to be advised of the recommended proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Proposers may file letters of protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting proposer the opportunity for a meeting to discuss the protest. If the proposer is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, proposers may invoke the provisions of §120.569, Fla. Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

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(l) 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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.

**REQUEST FOR PROPOSALS #199-AA10
TITLE I EDUCATIONAL SERVICES FOR PARTICIPATION OF STUDENTS
ENROLLED IN PRIVATE SCHOOLS**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

I. NAME AND ADDRESS OF REQUESTER

The School Board of Miami-Dade County, Florida
Federal Programs and Grants Administration, Title I
1450 N. E. Second Avenue, Room 501
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request For Proposals is to establish a contract to deliver instructional services in the areas of reading, writing and mathematics, to students enrolled in private schools who generate Title I funding. These services must provide all equipment, materials, and supplies necessary in order to deliver remedial basic skills instructions to students failing or at-risk of failing, as well as provide professional development and parental involvement activities required under Title I regulations.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Ten copies of the proposal, one of which must be an original, must be received by 2:00 p.m. (Eastern Standard Time), June 7, 2001 at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Division of Procurement Management and Materials Testing
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132

The proposal must be submitted in a sealed envelope or box marked "PROPOSAL TITLE I EDUCATIONAL SERVICES FOR PARTICIPATION OF STUDENTS ENROLLED IN PRIVATE SCHOOLS." It is anticipated that a proposal(s) will be presented to the School Board for acceptance on or about June 20, 2001. If accepted, notification to the successful proposer(s) will be provided on or after June 20, 2001. The School Board reserves the right to reject any and all proposals.

IV. DESCRIPTION OF THE PROGRAM

The United States Supreme Court in Agostini v. Felton, ruled on June 23, 1997, that supplementary instructional services under Part A of Title I of the Elementary and Secondary Education Act (Title I) may be provided in religiously-affiliated private schools (private schools) without violating the Establishment Clause of the First Amendment. This legislation allows for the Local Educational Agency (LEA) to provide instructional services directly or through contracts with public and private agencies, organizations, and institutions. It also requires the LEA to consult with representatives of private school children regarding the implementation and delivery of Title I services.

As a result of many conferences between representatives of Miami-Dade County Public Schools, Federal Programs and Grants Administration, Title I in collaboration with Non-Public Schools Advisory Committee officials, it was mutually agreed that Title I instructional services should be provided by a third party contractor who will provide all equipment, materials, supplies, as well as professional development and parental involvement activities, necessary in order to deliver remedial basic skills instructions to students failing or at-risk of failing, as required under Title I regulations. A strong and effective instructional support program should be customized to meet the needs of eligible students attending private schools in the areas of reading, mathematics, and writing. Additionally, the program should allow periodic adjustments in the instructional program through ongoing feedback between the teachers, participating schools, Non-Public Schools Advisory Committee, Miami-Dade County Public Schools (M-DCPS), and the third party contractor.

There will be approximately 23 private school sites and 1,085 students who will be served with Title I funds. Students receiving Title I services must qualify based on the number of students from low-income families who attend private schools. The annual budget for private schools is approximately \$570,000. These services will be provided over a one (1) year period from August 2001, to June 2002. The private schools' annual allocation is determined each year based upon the district's Title I allocation and the number of eligible students who generate Title I funds.

The names of the private schools estimated to receive Title I supplementary instructional services, along with the estimated number of students per school are listed below:

SCHOOL

NUMBER

- | | |
|-------------------|-----|
| 1. Corpus Christi | 156 |
| 2. Saint James | 30 |

3. St. John the Apostle	42
4. Sacred Heart	42
5. St. Francis Xavier	90
6. St. Mary Cathedral	90
7. St. Michael the Archangel	90
8. St. Monica	18
9. Sts. Peter & Paul	18
10. Holy Family	30
11. Our Lady of the Holy Rosary	18
12. St. Rose of Lima	30
13. St. Agatha	18
14. Mechina High School	38
15. Toras Emes Academy	52
16. Yeshiva Toras Chaim	23
17. Keshet L.D., Inc.	29
18. Landow Yeshiva Lubavitch	40
19. RASG Hebrew Academy	26
20. Neytz Hachochma	15
21. Yeshiva Elementary School	52
22. Hillel Community Day School	106
23. Bais Yaakov of Miami	32
<hr/>	
TOTAL	1085

V. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

- A. Proposer must provide documentation of 3–5 years experience providing similar services to school districts in the state of Florida. Also, vendor must supply the names and addresses of three school districts in the state of Florida where they have delivered or are delivering similar services.
- B. Proposer must possess a license to do business in Florida.
- C. Proposer must have an established office in the Miami-Dade County area.
- D. Proposer must submit the names and resumes of administrative staff that will oversee the project.
- E. Proposer must demonstrate knowledge of Title I and experience in providing services since the Agostini v. Felton ruling.
- F. Proposer must provide a detailed description of the instructional services that will be made available to each school site.
- G. Proposer must provide customized services in the areas of reading, mathematics, and writing to each school site for eligible Title I participants.
- H. Proposer must provide a description of staff development and parental involvement activities that comply with Title I regulations.
- I. Proposer shall include in its proposal, the number of teachers who will be hired to provide services; number of students to be served; and the total weekly instructional contact hours with students.
- J. Proper shall include itemized cost.

VI. SCOPE OF WORK

The contractor shall perform the following tasks:

- A. Provide a teacher at the proposed sites with the responsibility of planning, administering, and assessing an individualized supplementary instructional program in reading and/or mathematics for Title I students. All services will be delivered at student's school. The Title I funded teachers cannot engage in team teaching or other cooperative instructional activities with private school personnel, and they cannot introduce any religious matter into their teaching or become involved in the religious activities of the private school.

- B. Establish instructional approach and goals, program evaluation, teacher consultation, encourage parental involvement, and follow-up procedures to students in grade one through grade eight who meet Title I program eligibility.
- C. Provide equipment, textbooks, and other instructional materials used in the program that is current and appropriate for the instructional levels and academic needs of participating students, and the inventories of these materials are accessible and available upon request.
- D. Provide parental communications in English, Spanish, and Haitian Creole.
- E. Provide quarterly parent training and parental involvement activities.
- F. Ensure a teacher/student ratio of no greater than 1:15.
- G. Provide substitute teachers as needed.
- H. Provide M-DCPS and the Non-Public School Advisory Committee with the names, addresses, and related educational needs assessment data for all participating students.
- I. Provide the principal of each school with written notification, as well as a formal visit introducing the teacher assigned.
- J. Maintain thorough, efficient, and current records of program operations, student progress and attendance, as required by Title I regulations, M-DCPS, and the Non-Public School Advisory Committee.
- K. The Contract representative(s) shall sign-in and sign-out at the school location where services are performed.
- L. The contractor will obtain monthly sign-offs by the principal at the school location where services are performed of the instructional hours delivered.
- M. The contractor shall notify the M-DCPS Contract Manager and school principal within an hour of occurrence of services performed later than the original scheduled time for services.
- N. The contractor shall include in its proposal the number of teachers who will be hired to provide services; number of students to be served; and the total weekly instructional contact hours with students.

VII. TERMS OF CONTRACT

The purpose of this proposal is to establish a contract to deliver instructional services to students enrolled in private schools who generate Title I funding and are failing or at-risk of failing. The term of the contract shall be for one (1) year from date of award, and may, by mutual agreement between the School Board and the awardee, upon final School Board approval, be renewable for three (3) additional one (1) year periods and, if needed, 90 days beyond the expiration date of the current renewal period. The Board, through the Bureau of Procurement and Materials Management, may, if considering to renew, request a letter of intent to renew from the awardee prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor (s) agrees to this condition by signing its proposal.

The School Board of Miami-Dade County, Florida, reserves the right to terminate any contract resulting from this proposal in the event that the service rendered does not comply with the provisions of the proposal and/or is not satisfactory and proper, as determined by the School Board.

Payment for services will be made in monthly installments, upon receipt by the School Board, of a properly documented invoice listing the amount of contractual hours delivered.

VIII. ITEMIZED COSTS

For the purposes of determining itemized costs, the contract will consist of two parts:

- A. Instructional Services:** Instructional services are those services that occur at individual school sites. They may include, but are not limited to, teacher salaries and fringe benefits, cost of new instructional computers and software, classroom materials and supplies, etc. The amount of funds that can be expended annually for instructional services is determined by the funds generated from the enrollment of fund earning students at each participating private school. Funds are generated according to District formula. From this total amount, 1% must be expended on parental involvement.
- B. Administrative Support:** Administrative support are those costs that occur in support of the instructional services portion of the program. They may include, but are not limited to, coordinator's salary and fringe benefits, cost of replacement equipment, furniture, leases, permits, utilities, office space, clerical assistance, travel, etc.

IX. PAYMENT SCHEDULE

The District will make one (1) payment schedule each month for ten (10) months to the contractor. This figure will be paid for all months in which services are rendered to students. The monthly payment will represent 1/10th of the total contract price, under the following conditions:

- A. The first payment will be made upon acceptance of the program as being fully operational at all sites and all pertinent specifications have been met, and the release of funds to the District has been secured from the State Education Agency.
- B. If services are not initiated by the last school day in August of the current school year, the District will pay the contractor on a pro-rated basis. This basis will be computed by dividing the current yearly cost by the number of instructional hours contracted. The pro-rated compensation will be this figure multiplied by the number of instructional hours not rendered.

X. INSURANCE

At all times during the Agreement Term, the Proposer(s) shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the state of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best rating Guide and acceptable to the Board, the following types of insurance:

Professional Liability

The Professional Liability Insurance provided by the Proposer(s) shall conform to the following requirements:

- (1) The Proposer's Professional Liability Insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification, which is part of this agreement.
- (2) The insurance shall be subject to a maximum deductible not to exceed \$25,000.
- (3) If on a claims made basis, the Proposer(s) shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.

- (4) The minimum limits to be maintained by the Proposer(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the Proposer's Policy(ies) required under this agreement.

Upon the execution of this agreement, the Proposer(s) shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the Proposer's insurance coverage is consistent with the terms of the agreement. The Proposer(s) shall also provide copies of the policies to the Board. The Proposer(s) shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The Proposer(s) shall be in material breach of this agreement if the Proposer(s) fails to obtain replacement insurance coverage prior to the dates in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the Proposer(s). Additionally the Proposer(s) shall be liable to the Board for any and all damages incurred due to the Proposer's failure to perform the agreement terms.

Indemnification

The Proposer(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments fines, suits demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including courts costs and attorney's fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or any third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) The Proposer's directors, officers employees, agents subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the Proposer(s) (c) False or inaccurate representation or warranty made by or on behalf of the Proposer(s), and (d) any act or omission, negligence, or intentional acts of the Proposer(s), or any of the Proposer's directors officers, employees agents, subcontractors or other representatives.

XI. EVALUATION OF PROPOSALS

Proposals shall be evaluated by a committee on the basis of qualifications, knowledge of Title I, proposed instructional services in the subject areas of reading, mathematics and writing, and the fees specified. Title I educational services for private school students will be evaluated on the basis of their effectiveness as it applies directly to student achievement.

The following specific criteria will be evaluated:

- A. Appropriateness of instructional services for students to be served in grades K-12;
- B. Appropriateness of customized instructional program for participating students;
- C. Availability, viability, and cost of the instructional delivery;
- D. Understanding the purpose, regulations, and policies of Title I.
- E. Compliance with Title I regulations;
- F. Meaningful and timely staff development;
- G. Meaningful and timely parental involvement activities;
- H. Contractor's experience in providing similar services in private schools.
- I. Contractor's personnel qualifications, including training and educational experience for teachers, supervisory, and administrative staff associated with the project (presented in resume format).

The selection committee will consist of the following:

- Two administrators from Federal Programs and Grants Administration, Title I;
- An administrator from one of the participating private schools funded by Title I;
- A representative from the United Teachers of Dade;
- A representative from the Title I Non-Public School Advisory Council;
- A Region Supervisor, Title I;
- An administrator from the Office of Curriculum Support Services;
- A representative from the Division of Business Development and Assistance;
- A representative from the Office of Educational Accountability; and
- A representative from the Division of Procurement Management and Materials Testing.

XII. IMPLEMENTATION SCHEDULE

- | | |
|--|---------------|
| • Procurement Contract Review Committee | May 10, 2001 |
| • Request Authorization to Issue Request for Proposals | May 16, 2001 |
| • Mailing of Request For Proposals | May 23, 2001 |
| • Opening of Proposals | June 7, 2001 |
| • Evaluation of Proposals | June 8, 2001 |
| • Recommendation to School Board for Award | June 20, 2001 |

XIII. ADDITIONAL INFORMATION

Any additional information regarding proposal procedures may be obtained from:

Ms. Barbara D. Jones, Director
Division of Procurement Management and Materials Testing
1450 N.E. Second Avenue, Room 362
Miami, Florida 33132
(305) 995-2348

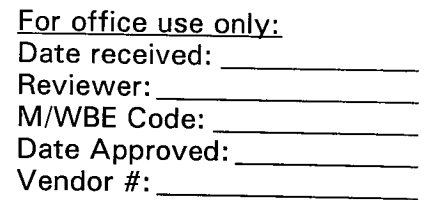
Any additional information regarding proposal specifications may be obtained from:

Ms. Maybelline Truesdell, Executive Officer
Federal Programs and Grants Administration, Title I
1450 N. E. Second Avenue, Room 501
Miami, Florida 33132
(305) 995-1714



**DADE COUNTY PUBLIC SCHOOLS
AFFIRMATIVE ACTION
EMPLOYMENT BREAKDOWN**

FM-4859 (03-92)



(Please Print/Type)

1.

President's/Owner's Name

()

E-Mail Address

Business mailing address

() Sole proprietor

() Joint Venture

Date _____

() Partnership

Date _____

() Corporation

Non-profit

Date _____

() For Profit Corporation

Date _____

3. **CERTIFICATIONS:** Indicate if this business shares common officers, owners, directors or management personnel with another business that has received, been denied, or had its certification revoked as an MBE/DBE/WBE or SBA 8(a) Certified Contractor. Indicate the name of the certifying authority, as well as the date and type of determination (certification/denial/revocation).

<u>Agency Name</u>	<u>Determination</u>	<u>Date</u>

4. **OWNERSHIP:**

- a. Identify the proprietor, each partner, or stockholder by name, as well as his/her citizenship (c) or (r) residency status, gender, ethnic group, and percentage of ownership.

<u>Name</u>	<u>Owner/ shareholder</u>	<u>Resident or *U.S. Citizen</u>	<u>Gender</u>	<u>Ethnicity</u>	<u>% Owned</u>	<u>Years Owned</u>

- b. If the business is a corporation, please indicate the following:

1. The number of shares authorized: _____
2. The number shares issued: _____
3. Are there any stock option agreements? Yes ____ No ____
If yes, please provide a copy of each agreement.

5. **OPERATIONAL CONTROL:** Provide the name, title, race/ethnicity, and gender of each individual (including owners and non-owners) with the primary responsibility for the following:

	<u>Name and title</u>	<u>Race/ethnicity/ gender</u>
a. Check signing	_____	_____
	_____	_____

	Name and title	Race/ethnicity/ gender
b. Payroll signing		
c. Signing, or guaranteeing loans		
d. Acquiring lines of credit		
e. Acquiring surety bonding and insurance		
f. Purchasing major equipment/services		
g. Signing contracts/change orders/payment requisitions		
h. Estimating		
i. Qualifying the company for professional/trade license(s)		
j. Marketing/sales		
k. Hiring and firing managerial employees		
l. Hiring and firing non-management employees		
m. Supervising field/ operations		
n. Supervising office personnel		

6. PERSONNEL: Identify the number of individuals, including owners, that are currently employed by the business in the following areas:

Please use the following to classify women/minority persons: AM-African American male, AF-African American female, HM-Hispanic male, HF-Hispanic female, WM-Non Hispanic White male, WF-Non Hispanic White female.

- | | <u>Total Number
of Employees</u> |
|----------------------------|--------------------------------------|
| a. Management | _____ |
| b. Administrative/clerical | _____ |
| c. Professional/technical | _____ |
| d. Craftsperson/laborers | _____ |

AM	AF	HM	HF	WM	WF

e. Provide a copy of the business affirmative action statement, if one is available.

7. **BUSINESS RELATIONSHIPS:** Provide the requested information for each of the following:

- a. Bonding Company: _____
 Address: _____
 Agent name: _____ Phone number: _____
 Single Contract Limit: _____ Aggregate Limit: _____

- b. Bank(s) Name(s): _____
 Branch: _____
 Contact person: _____ Phone number: _____
 Credit limit: _____

- c. Identify the company's/creditors including banks and the amount of money owed to:

<u>Creditor</u>	<u>Loan Guarantor(s)</u>	<u>Address & telephone</u>	<u>Loan Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- d. Insurance company: _____
 Type of insurance: _____ Insurance limits: _____

e. List the business' three largest contracts or jobs.

<u>Contract/job type</u>	<u>Contact person</u>	<u>Telephone number</u>	<u>Contract amount</u>	<u>Bonded (Yes/No)</u>

8. EQUIPMENT: List the type and value of major equipment that is owned (O) or leased (L) by the business.

<u>Equipment</u>	<u>O/L</u>	<u>Value (\$ amount)</u>

9. M/WBE JOINT VENTURE - Joint ventures must provide a copy of the joint venture agreement.

M/WBE CERTIFICATION APPLICATION

AFFIDAVIT

STATE OF _____:

COUNTY OF _____: SS

I hereby declare and affirm that I am the _____ (Title)

of: _____ (Firm)

That I am duly authorized to execute the foregoing M/WBE Certification Application, and that the contents of said documents are complete, true and correct to the best of my knowledge and belief. I hereby certify that the documents include all material information necessary to identify the true and lawful owners of the subject business enterprise. Further, the undersigned is notified of their responsibility to submit an updated Minority/Woman Business Enterprise Certification Application whenever a change occurs in ownership, management or control of the company. Any M/WBE applicant, certified M/WBE principal(s) and all related parties, who misrepresents the status of any concern as an M/WBE, or is a party to such misrepresentation to obtain business or contracts with the School Board under the Business Development and Assistance Program, **will be suspended from doing business with the School Board for fourteen (14) months.**

(Corporate Seal), if appropriate

Minority/Woman Owner's Signature

On this _____ day of _____, 20 ____, personally appeared before me, the undersigned officer authorized to administer oaths: _____ known to be the person described in the foregoing affidavit, who acknowledged that he/she executed the same in the capacity stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____
SEAL

M/WBE
Certification Check List

Please attach copies, not originals, of all applicable items. Incomplete applications cannot be processed, and failure to submit the documents will delay or result in termination of the application process.

Please check if documents are attached:

1. ☐ M/WBE certifications from other public agencies.
2. ☐ M/WBE Certification Application Affidavit (Page 6 of Application).
3. ☐ Miami-Dade County Public Schools Vendor Application.
4. ☐ Lease/purchase agreement for the business' facilities.
5. ☐ Current professional/business license(s).
6. ☐ Proof of citizenship or permanent resident status.
7. ☐ Resumes for owners and key personnel.
8. ☐ Lease/purchase agreements for major business equipment.
9. ☐ Most current application for bonding, if applicable.
10. ☐ Management agreement(s).
11. ☐ Loan agreement(s) or promissory note(s).
12. ☐ Birth certificate, drivers license, passport or any other document which substantiates the ethnicity/race/gender of owners, officers and directors.

***If any of the aforementioned documents are not available, please provide a written notarized statement that information is not available.**

13. Sole Proprietor - Submit all of the above items, as applicable and the following:

- ☐ U.S. IRS 1040-C Schedule.
- ☐ Fictitious name affidavit, if applicable.

14. Partnerships - Submit all of the above items, and the following:

- ☐ Partnership agreement(s).
- ☐ U.S. IRS 1065, with schedules.
- ☐ Profit sharing agreements.

15. Corporations - Submit all of the above items, and the following:

- ☐ Articles of Incorporation, with amendments.
- ☐ By-Laws, with amendments.
- ☐ The most current U.S. IRS Corporate Tax Return 1120 or 1120s, with all schedules.
- ☐ All issued and cancelled stock certificates (front & back).
- ☐ Minutes of the first shareholders' meeting.
- ☐ Minutes of the first board of directors' meeting.
- ☐ Minutes of meetings at which the current board of directors and officers were elected or appointed.
- ☐ Stock transfer ledger.
- ☐ Most current annual report filed with the Secretary of State.
- ☐ Profit sharing agreement(s).
- ☐ Agreements affecting management, control or rights of any stockholder(s).

16. ☐ Joint venture agreement(s).

17. ☐ Certificate(s) of insurance.

18. ☐ Sub-contractual agreement(s).

NOTE: If after filing this application, there is any significant change in the information submitted herein, you must inform the Division of Business Development and Assistance of the change, or the company may be denied certification.

Certified companies must inform the Division of Business Development and Assistance of any changes in the information contained herein, which formed the basis of certification. Failure to do so may result in denial , revocation or suspension of certification.

COMPLETE APPLICATION, INCLUDING VENDOR APPLICATION AND CATEGORY OF GOODS AND SERVICES LIST, SHOULD BE RETURNED TO:

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
DIVISION OF BUSINESS DEVELOPMENT AND ASSISTANCE
1450 N.E. 2ND AVENUE, ROOM 456
MIAMI, FL 33132**

DEFINITION OF MINORITY/WOMEN BUSINESS ENTERPRISES

- (1) "Minority/Women Business Enterprises" means any legal entity, which is organized to engage in commercial transactions and which is at least fifty-one (51) percent owned and controlled by a minority person or persons.
- (2) "Minority person" means a person who is a citizen or lawful permanent resident of the United States, and who is:
 - (a) An African American, a person having origins in any of the Black racial groups of Africa;
 - (b) An Hispanic, a person of Spanish or Portuguese culture including, but not limited to, persons with origins in Mexico, South America, Central America, or the Caribbean Islands, regardless of race, or
 - (c) A Woman

WARNING

- (3) IT IS UNLAWFUL FOR ANY INDIVIDUAL TO FALSELY REPRESENT ANY ENTITY, AS A MINORITY/WOMEN BUSINESS ENTERPRISE, FOR THE PURPOSES OF QUALIFYING FOR CERTIFICATION UNDER A PROGRAM WHICH, IN COMPLIANCE WITH FEDERAL LAW, IS DESIGNED TO ASSIST MINORITY/WOMEN BUSINESS ENTERPRISES IN THE RECEIPT OF CONTRACTS FOR THE PROVISION OF GOODS OR SERVICES. ANY PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A FELONY OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082 OR S. 775.084

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