



The School Board of Miami-Dade County, Florida  
**PROCUREMENT MANAGEMENT SERVICES**  
 1450 N.E. 2nd Ave., Miami, Florida 33132  
 (305) 995-4288  
**Proposer Qualification Form**

**INVITATION TO NEGOTIATE**

**DUE DATE:** Proposals due on or before 1:00 p.m. Eastern Time (ET), Thursday, May 2, 2024 via DemandStar.

**\*\*PLEASE REFER TO EXHIBIT 16 FOR BID OPENING INFORMATION\*\***

Check Addenda for any revised opening dates before submitting your proposal. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Hard copy, faxed and/or emailed proposals are not allowed and will not be considered for award.

ITN NO.:  
**23-030-CM**

RELEASE DATE:  
 Monday, April 8, 2024

PURCHASING AGENT  
 Charisma Montfort, NIGP-CPP,  
 CPOS  
[CMONTFORT@DADESCHOOLS.NET](mailto:CMONTFORT@DADESCHOOLS.NET)  
 305-995-1434

ITN TITLE: **ON-SITE STATE LICENSED BEFORE AND AFTER SCHOOL CHILDCARE SERVICES AND/OR ON-SITE COMMUNITY ENRICHMENT PROGRAM SERVICES FOR ELEMENTARY SCHOOLS, K-8 CENTERS, MIDDLE SCHOOLS, 6-12 CENTERS, HIGH SCHOOLS AND CENTERS FOR SPECIAL EDUCATION**

**PROPOSER ACKNOWLEDGEMENT**

**THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE PROPOSAL, WILL RESULT IN PROPOSAL BEING CONSIDERED NON-RESPONSIVE.**

Proposer's Name and state "Doing Business As", where applicable:

**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Box:

City:

City:

State:

Zip Code:

State:

Zip Code:

Telephone Number:

Sales Contact:

Sales E-Mail Address:

**E-mail Address to Send Purchase Orders:**

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's Proposer and I am Proposer to do so. Proposer agrees to complete an unconditional acceptance of the contents of this Invitation to Negotiate, and all appendices and the contents of any Addenda released hereto; Proposer released Addenda and understand that the following are requirements of this ITN and failure to comply will result in disqualification of proposal. submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal.

**BIDDER CERTIFICATION AND IDENTIFICATION**

A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person.

1. Submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

2. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

3. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures.

4. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

*I agree that this proposal cannot be withdrawn within **120** days from date due.*

\_\_\_\_\_  
*Signature of Authorized Representative (Manual)*

\_\_\_\_\_  
*Name of Authorized Representative (Typed or Printed)*

\_\_\_\_\_  
*Title of Authorized Representative*

\_\_\_\_\_  
*E-Mail Address of Authorized Representative*

Visit our web site at [procurement.dadeschools.net](http://procurement.dadeschools.net) to download a vendor registration package. The website also displays Bids, RFPs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board approved Procurement/Purchasing Regulations.

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# SECTION 1

## INSTRUCTIONS TO PROPOSERS

Board policies may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

### CONE OF SILENCE

The School Board of Miami-Dade County, Florida ("Board") enacts a Cone of Silence from issuance of a solicitation and shall terminate at the time when the agenda is published for the upcoming School Board meeting, wherein the Superintendent: (1) recommends an award or approves a contract; (2) rejects all bids or responses, or (3) takes any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

- A. "Cone of silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, invitation to bid, or other competitive solicitation between
1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and
  2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.
- B. A cone of silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and proposed Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section
- C. For unsolicited public-private partnership proposals, the cone of silence shall be in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals, Competitive Solicitations, and Direct Negotiations Regarding Board-Owned Property and Resources.
- D. The cone of silence shall terminate at the time the when the agenda is published for the upcoming School Board meeting, where in the Superintendent:
1. Recommends and award or approves a contract;
  2. Rejects all bids or responses, or
  3. Takes any other action that ends the solicitation and review process.

### I. PREPARATION OF PROPOSALS

**A. PROPOSER QUALIFICATION FORM** qualifies the Proposer and the proposal and must be completed and submitted as page 1 of the proposal.

**1. PERFORMANCE SECURITY** shall not be submitted with the proposal. The form of performance security the Proposer will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.

**2. PROPOSER 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 PROPOSER.** Defines conditions of the proposal.

**1. ORDER OF PRECEDENCE.** Any inconsistency in this proposal shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions to Proposers

**2. 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 Proposer 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 PROPOSALS

**A.** Proposals must be submitted on forms furnished by the Board, in compliance with the proposal submission requirements set forth under Section 6. Proposal submissions must be clearly marked with proposal number, proposal title and proposal opening date.

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

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

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

**C. PLACE, DATE AND HOUR.** Electronic submission ONLY, in accordance with the proposal submission requirements set forth under Section 6 and Exhibit 16. Proposals received after the date and hour specified in the PROPOSER QUALIFICATION FORM will not be considered.

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

**E. SUBMITTING A "NO PROPOSAL."** If not submitting a bid at this time, return the form entitled statement of "No Proposal".

**F. AVAILABILITY OF PROPOSAL INFORMATION.** Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

**G. TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY.** Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Proposal is fully authorized and empowered to do so on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer. If Proposer is not registered to transact business in the State of Florida, Proposer must provide a copy of Proposer's current registration in their state of incorporation/ organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes.

**H. MISSING INFORMATION.** Respondents who do not meet all the documentation requirements for the ITN may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

### III. CANCELLATION OF PROPOSALS OR INVITATION TO NEGOTIATES

An invitation for proposals 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 proposal file.

**A.** Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the PROPOSER'S Qualification Form for receipt of proposals, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the services,
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a PROPOSER, as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

**B.** When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any proposals received for the canceled solicitation shall be returned to the Proposer 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 services.

### IV. CHANGE OR WITHDRAWAL OF BIDS

**A. PRIOR TO BID OPENING.** Should the Proposer desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The Proposers 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 120 days after the determined opening date, unless otherwise specified on the "PROPOSER QUALIFICATION FORM."

### V. PROTESTS

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

#### Protest of Specifications

Any notice of protest of the specifications contained in a Invitation to Negotiate (ITN) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133 and/or F.S. 120.57.

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

#### Posting the Bond

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

**A. Bond:** Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance) – Pursuant to F.S. 287.042(2)(c), any

person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Board, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to The School Board of Miami-Dade County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the dollar value of the proposed contract.

1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.

2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

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

**C. Bond: Construction Purchasing** – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.

**D. Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

#### Protest of Bid Award

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

The Board's notice of intended action shall be posted the Friday preceding the Board's Fiscal Accountability & Government Relations Committee meeting immediately prior to the Board meeting at which the contract will be awarded or approved. The notice of intended action can be found on the Procurement Management Services' website at:

[http://procurement.dadeschools.net/bidsol/asp/bid\\_portal.htm](http://procurement.dadeschools.net/bidsol/asp/bid_portal.htm), under the NOTICES section located on the top left hand side of the page. The Board's monthly Committee meetings are posted on the District's Master Calendar page, which can be accessed via the following link: <https://www3.dadeschools.net/Meetings/home>. To find the Board Committee meeting for the current month, search under the "School Board and School Board Committee Meetings" category from the drop down menu, which can be found under the MEETINGS LISTING section of the page.

Parties interested in obtaining records related to any items noted in the notice of intended action shall submit a public records request to the District at [pr@dadeschools.net](mailto:pr@dadeschools.net). Such public records requests shall be addressed in accordance with Chapter 119 of the Florida Statute. If a public records request is related to an intent to protest, parties may wish to include a notation of such intent in their request.

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

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk Miami-Dade County Public Schools  
1450 N.E. Second Avenue, Suite #311 Miami, Florida 33132  
Phone: (305) 995-1440  
Fax: (305) 995-1448  
E-Mail: [Dllopiz@dadeschools.net](mailto:Dllopiz@dadeschools.net)  
[celiarubio@dadeschools.net](mailto:celiarubio@dadeschools.net)

## VI. AWARDS

**A. RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all proposals, to waive irregularities or technicalities, and to request rebids.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

**B. NOTIFICATION OF INTENDED ACTION** will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.

**C. OFFICIAL AWARD DATE.** Awards become official upon the Board's formal approval of the award.

### D. TERMINATION FOR CONVENIENCE

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

**E. TERMINATION OF AGREEMENT:** In addition to the above, the Board may terminate this Agreement upon thirty (30) days advance written notice to the Awarded Proposer, for default of Awarded Proposer, or due to lack of, or cancellation of, grant funds made available to the Board by a Federal grantor agency. Upon receipt of a notice of termination, the Awarded Proposer shall cease incurring additional obligations under this Agreement. However, the Board shall allow the Awarded Proposer to incur all necessary and proper costs, which the Awarded Proposer cannot reasonably avoid during the termination process. Each payment obligation of the Board created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this Agreement may be terminated by the Board at the end of the period for which funds are available. The Board shall notify the Awarded Proposer at the earliest possible time before such termination. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the Board terminated upon receiving notice of the attempted fraud as determined by the Board.

**F. PURCHASE ORDERS** sent to Awarded Proposers are the official notification to deliver services described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Proposer fails to deliver the services in accordance with the terms and conditions of the proposal and purchase order, the Proposer shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. G.

**G. DEFAULT.** A Proposer who fails to perform according to the terms of the Agreement (proposal) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend debarment or suspension pursuant to Board Policy 6320.04.

**H. BID DOCUMENTS.** The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Proposer. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

**I. DEBARMENT.** Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

## VII. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the Awarded Proposer(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.

## VIII. BILLING

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

1. Purchase Order Number
2. Item Descriptions

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

## IX. 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.

## X. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

- A.** All Agreements involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Proposer certifies by signing the proposal that the Proposer and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.
- B.** By signing the proposal, the Proposer shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, if required, for performance of any work under this Proposal. Proposers awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Proposers awarded contracts involving Federal

Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Proposers awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

- C. During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Proposer shall immediately notify the Chief Procurement Officer, Procurement Management Services, in writing. Proposers will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board, makes final payment.
- D. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the PROPOSERS.
- E. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM"**: The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

#### **STATUS VERIFICATION SYSTEM**

1. Each PROPOSER and each person signing on behalf of any PROPOSER certifies as to its own entity, under penalty of perjury, that the named PROPOSER has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The PROPOSER shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the PROPOSER's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

- XI. **COMPLIANCE WITH LAWS** – PROPOSER shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this proposal.

#### **XII. BACKGROUND SCREENING REQUIREMENTS**

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

Additionally, PROPOSER agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policies.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Proposer will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board

will issue a Florida Public Schools Contractor Badge which shall be worn by the individual at all times while on Board property when students are present.

PROPOSER 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. PROPOSER agrees to require all its affected employees to sign a statement, as a condition of employment with PROPOSER in relation to performance under this Proposal/ITN, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. PROPOSER agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Proposer 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. PROPOSER 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 PROPOSER to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **XIII. COMPLIANCE WITH SCHOOL CODE**

PROPOSER 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 PROPOSER agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

#### **XIV. CHARTER SCHOOLS**

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

#### **XV. CONFLICT OF INTEREST**

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

#### **XVI. PUBLIC RECORDS LAW**

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

PROPOSER understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PROPOSER shall keep and maintain public records required by the School Board to perform the service. The PROPOSER shall keep records to show its compliance with program requirements. PROPOSER and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PROPOSER which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter

or as otherwise provided by law. PROPOSER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROPOSER does not transfer the records to the public agency. The PROPOSER shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the PROPOSER or keep and maintain public records required by the School Board to perform the service. If the PROPOSER transfers all public records to the School Board upon completion of the contract, the PROPOSER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROPOSER keeps and maintains public records upon completion of the contract, the PROPOSER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

## **XVII. ASSIGNMENT**

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

## **XVIII. DAVIS-BACON ACT LABOR STANDARDS**

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

## **XIX. LOBBYISTS**

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

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

- C. The terms "payment" or "economic consideration" do not include receiving only reimbursement for actual travel, lodging, and meal expenses
- D. "Lobbying" means any oral or written communication, direct or indirect, with the Board, members of the Board, Board Committees, Board administrative assistants, Board Attorneys, or members of the District administrative staff, including site administrators and instructional staff for the purpose of doing business with the School District, the Board and/or schools, influencing any official action, non-action, or decision or attempting to obtain the good will of a Board member or employee of the School District.

## **XX. LOCAL-AND STATE VENDOR PREFERENCE**

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

## **XXI. DISCLOSURE OF CONFLICT OF INTEREST (AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)**

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

Board policies may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

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

- XXIII. INDEMNIFICATION:** To the fullest extent permitted by law, the Awarded Proposer shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the Awarded Proposer's performance under the Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Awarded Proposer or other persons employed or utilized by the Awarded Proposer in the performance of the Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Awarded Proposer. The provisions of this Section are intended to require the Awarded Proposer to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in the Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Awarded Proposer shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

**DUTY TO DEFEND:** The Awarded Proposer agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to the Awarded Proposer's performance under the Agreement.

## **XXIV. PATENTS & ROYALTIES**

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

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. PROPOSER shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by PROPOSER of any third-party patent, copyright or trademark or (ii) misappropriation by PROPOSER of any third-party trade secret in connection with any of the foregoing. PROPOSER will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

#### CERTIFICATION

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

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

**XXX. DISTRIBUTION:** IT is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for PROPOSER'S failure to obtain complete proposal documents. Board reserves the right to reject any proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

**XXXI. CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

All confidential records must remain within the continental United States.

**XXXII. PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITN shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all PROPOSERS in response to this ITN shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a PROPOSER asserts any portion of its proposal is confidential and exempt, long with specific citations of the

**XXV. FACILITIES:** Board reserves the right to inspect the Awarded PROPOSER'S facilities at any time with prior notice, Board may use the information obtained from this in determining whether a PROPOSER is a responsible PROPOSER.

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

**XXVII. PURCHASE AGREEMENT:** This proposal and the corresponding Agreement shall constitute the Contract between Parties. By submitting a Response, the Proposer agrees to be bound to and execute the corresponding Agreement for this solicitation. The Proposer may request clarification and submit comments concerning the corresponding Agreement for Board's consideration. Only comments and proposed revisions included within the Response will be considered by the Board. This does not constitute an agreement to proposed revisions. Furthermore, any requested revisions noted in the Response shall be discussed upon award. None of the foregoing shall preclude the Board from seeking to negotiate changes to the Agreement during the negotiation process.

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



Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the PROPOSER that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

responsibilities under this ITN.

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

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

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

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

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#!community-internships/c7pc> or email us at [internships@dadeschools.net](mailto:internships@dadeschools.net). As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

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

**XXXIX. COMPLIANCE WITH SCHOOL BOARD POLICIES**

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 6320.02 Small/Micro, Minority/Women and Veteran Business Enterprise Programs, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

**XXXVI. LICENSES, CERTIFICATIONS AND REGISTRATIONS:**

**XL. ADA COMPLIANCE**

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

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

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

**XLI. RESPONSIBLE PROPOSER DETERMINATION**

Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is a responsible proposer.

## **DEFINITIONS**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) "Board Policy" means any and all policies adopted by the School Board and in effect at the time the ITN is published and as they may be amended from time to time ("Board Policy"). All Board Policies are incorporated by reference into this Solicitation and into all Proposals submitted by a Proposer.
- b) "Chief Procurement Officer" means the individual who serves as the principal public purchasing official for the District.
- c) "Contractor" means a person, firm, entity or organization who contracts to furnish supplies or perform work at a certain price or rate.
- d) "Department" means the division within the District that is requesting the services or product throughout this Invitation to Negotiate.
- e) "Proposer", "Submitter," "Offerer" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.
- f) "Selection Committee" means a committee of individual(s) who evaluate and rank proposals; conduct negotiations; and makes a contract award recommendation to the District and its respective Committees.
- g) "Scope of Services" or "Scope of Work" means the work to be performed by the Proposer or Consultant as described in Section 4 of this ITN, as amended thereto.
- h) "Solicitation" means this Invitation to Negotiate (ITN) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments/exhibits.
- i) "Subcontractor," "Sub-Proposer" or "Sub-consultant" means any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the Proposer.
- j) "Superintendent", "Superintendent of Schools" means the Secretary and executive officer of the district school board.
- k) "The School Board of Miami-Dade County, Florida ("School Board")", means the governing body of elected officials comprising the district school board and who review and have the authority to approve or reject any and all recommendations for contract awards. "Miami-Dade County Public Schools", "M-DCPS", "The School Board of Miami-Dade County, Florida" or "District" are interchangeable terms.
- l) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services in Section 4 and the terms and conditions of this Solicitation.

## SECTION 2 – ITN TIMETABLE

The anticipated schedule for this ITN and contract approval is as follows:

|  |  |
|--|--|
| Goal Setting Committee                         | Tuesday, March 12, 2024  |
| ITN available for distribution:                | Monday, April 8, 2024  |
| Pre-Proposal Conference, date, time and place: | April 24, 2024 at 10 a.m.<br>Via Zoom at:<br>Join Zoom Meeting<br><a href="https://zoom.us/j/94344642509?pwd=MWNaSyTqZXd1enNRdW5BTW9CTUxXQT09">https://zoom.us/j/94344642509?pwd=MWNaSyTqZXd1enNRdW5BTW9CTUxXQT09</a><br>Meeting ID: 943 4464 2509<br>Passcode: 677298 |
| Deadline for receipt of questions:             | April 24, 2024 at 5 p.m. EST<br>Emailed to <a href="mailto:cmontfort@dadeschools.net">cmontfort@dadeschools.net</a>  |
| Deadline for receipt of proposals:             | Thursday, May 2, 2024 EST<br>No later than 1 p.m. (local time)   |
| Virtual Bid Opening Meeting:                   | Thursday, May 2, 2024 EST 2:00pm Via Zoom<br><b>(See instructions on Exhibit 16)</b>   |
| Bid Opening Location                           | Via Zoom at:<br>Meeting ID: 963 8325 8347<br>Passcode: 978824<br>One tap mobile<br>+16468769923,,96383258347# US (New York)<br>+13017158592,,96383258347# US (Germantown)<br><b>(See instructions on Exhibit 16)</b>   |
| Selection Committee Meetings:                  | To Be Determined and Published via Miami-Dade County Public Schools' District Advisory Committee Meeting Calendar @ <a href="http://meetings.dadeschools.net/list.asp">http://meetings.dadeschools.net/list.asp</a>  |
| Projected Board Approval of Contract:          | Anticipated June/July 2024   |
| Projected contract start date:                 | Anticipated June/July 2024   |

### PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITN Timetable. Attendance is highly recommended but not mandatory.** Please note, Proposers may ask questions, however, all questions **MUST** be submitted in writing by the due date stated in this Section.

## **SECTION 3 – SPECIAL CONDITIONS**

### **3.1 INVITATION**

Thank you for your interest in this Invitation to Negotiate (ITN). The School Board, through Procurement Management Services, invites responses from Proposers, which offer to provide the services described in Section 4 Scope of Work.

This is an Invitation to Negotiate. M-DCPS reserves the right to negotiate with any of the respondents in its discretion.

### **3.2 TERMS OF CONTRACT AGREEMENT**

The initial term of the contract shall be for a period of a five (5) year period, through an Affiliating Agreement to be approved annually, effective the start of the 2024-2025 calendar school year, with one (1) five (5) year option to renew and if needed, an additional ninety (90) days beyond the expiration of the renewal period, at the District's discretion. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof.

### **3.3 ADDITIONAL INFORMATION/AMENDMENT**

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITN, in accordance with **Section 2**, no later than the deadline for receipt of questions specified in the ITN Timetable (See **Section 2**). The request must contain the ITN number and title, Proposer's name, name of Proposer's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Buyer at the email address specified in **Section 2**. Emails should have at a minimum, the Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and ITN number and title. A copy of any written communication or email must be sent to the Executive Assistant to the Clerk of the School Board.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this ITN or in any written amendments to this ITN. Where there appears to be a conflict between the ITN and any amendments, the last amendment issued shall prevail.

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 3**).

Proposers who obtain copies of this ITN from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments since their names will not have been included on the Proposer List for this particular ITN. Such Proposers are solely responsible for those risks.

### **3.4 CERTIFIED FIRM INFORMATION**

#### **A. INFORMATION TO BE SUBMITTED BY CERTIFIED FIRMS**

If applicable, Proposers must submit a copy of current certificate showing their certified firm designation with their proposal. Proposers' certified firm certification(s) must be in place prior to the ITN due date.

#### **B. REQUIRED SUBCONTRACTOR/SUBCONSULTANT INFORMATION TO BE SUBMITTED BY THE BIDDER**

If applicable, please include a completed Exhibit 18 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) in your proposal to specify the name of the certified subcontractor/subconsultant, the proposed dollar amount or percentage of work to be spent with the identified certified subcontractor/subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. Please submit a copy of the subcontractor's/subconsultant's current certificate showing the firm's designation, along with the completed Exhibit 18. In addition, please refer to Section 7.7 for compliance reporting requirements when using a certified subcontractor.

Proposer(s) are required to provide notification of certified subcontractor substitution within five (5) business days of any change. Please note that the substitution of subcontractor must have prior approval by the Office of Economic Opportunity. All substitution requests should be submitted on the Substitution Form.

### **3.5 PRICE ADJUSTMENTS**

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any). However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original prices. Therefore, the awarded bidder(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial contract term or each extension period to be valid for the upcoming contract extension period. This price adjustment is subject to approval by M-DCPS. All requests for price adjustments must be submitted in writing to M-DCPS Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify all requests as deemed to be in the best interest of M-DCPS with appropriate documentation provided to the awarded bidder(s). If mutually agreed upon, the price adjustment(s) shall be valid for the next contract and/or extension period unless the adjustment period is otherwise stated and approved by M-DCPS Procurement Management Services. Awarded bidder(s) who are granted price adjustments must make these price adjustments valid for the contract extension period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by M-DCPS personnel.

## SECTION 4 – SCOPE OF SERVICES

This section identifies the levels of performance that are desired by the District. Proposers are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the Invitation to Negotiate (ITN) may result in deductions in the allocation of points by the Selection Committee.

### SECTION - 4.1 GENERAL INFORMATION

Miami-Dade County Public Schools (“M-DCPS”) is the third largest school district in the United States, comprised of approximately 497 schools and over 335,000. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries. Additionally, M-DCPS sponsors extensive adult-training programs through its Adult Technical Centers. These programs are offered both day and evening, on a full-time and part-time basis.

The Vision, Mission and Core Values of the M-DCPS are as follows:

#### **VISION**

We provide a world class education for every student.

#### **MISSION**

To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

#### **CORE VALUES**

##### **Excellence**

We pursue the highest standards in academic achievement and organizational performance.

##### **Equity**

We foster an environment that serves all students and aspires to eliminate the achievement gap.

##### **Student Focus**

We singularly focus on meeting our students’ needs and supporting them in fulfilling their potential.

##### **Innovation**

We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

##### **Accountability**

We accept responsibility for our successes and challenges and seek to transparently share our work on an ethical manner, as we strive towards continuous improvement.

## **SECTION - 4.2 – PURPOSE OF INVITATION TO NEGOTIATE**

The purpose of this ITN is to provide a pool of qualified providers for school-site principals to choose from for offering On-Site Before and/or After School Childcare and/or On-Site Community Enrichment Program services for Elementary Schools, K-8 Centers, Middle Schools, 6-12 Centers, High Schools and Centers for Special Education, for Miami-Dade County Public Schools.

The agreement between the successful proposer(s) and the Board will be non-exclusive.

### **4.3 REQUESTED SERVICES**

#### **4.3.1 Before and After School Childcare On-Site Services**

Providers must meet M-DCPS guidelines included in the Miami-Dade County Public Schools' Before and After-School Program Manager's Handbook which will be made available to awardees of this contract. All special conditions and deliverables included in this ITN supersede information included in the M-DCPS Before and After School Program Manager's Handbook.

Providers must adhere to the following State Statute for child-care personnel to student ratio:

#### **Florida Statutes**

##### **Title XXIX Chapter 402**

PUBLIC HEALTH AND HUMAN SERVICES  
HEALTH MISCELLANEOUS

##### **402.305 Licensing standards; child-care facilities.**

For children 4 years of age or older, but under 5 years of age, there must be one (1) child-care personnel for every 20 children.

For children 5 years of age or older, there must be one (1) child-care personnel for every 25 children.

The ratio for students with special needs will be determined by the student's exceptionality, during the term of the Agreement.

**Providers must sign a yearly Affiliating Agreement, (FM-6103 rev 05-19), (Section 6) encompassing all sites for which they provide services.**

After-school programs are offered on all regular school days from school dismissal until 6:00 p.m. when schools/students are in session. Before school programs are offered prior to the start of the school day on regular school days when schools/students are in session. Providers selected as part of the ITN process must adhere to the early release schedule implemented by the School Board and are required to do so at no additional cost to the participating students or to the School Board. The early release schedule varies from year to year. Students are released early to permit teachers to participate in professional development courses, or to meet with parents. Providers are expected to accept registered after-care students at no extra charge on early release days.

**NOTE:** Every Wednesday, students in elementary and K-8 Centers are released one (1) hour early.

In addition, non-school day programming, such as all day camps, recess programs, planning day programs, and holiday programs may not be implemented without the prior consent of the school principal and only if the school site's physical plant has not been selected for temporary closure as part of the School Board's Energy Conservation Program. The specific times for any and all programs will be agreed upon by the school principal

and provider. Providers are required to share, with the school-site principal, information on what specific programs they may or may not provide for students.

Daily, weekly, bi-weekly or monthly student fees for services may not exceed those charged by M-DCPS.

**NOTE:** Current daily M-DCPS fees are \$6.00 before school care, \$6.00 story hour care, \$12.00 after school care, \$16.00 half day care for summer camp, and \$25.00 all day care for summer camp.

Provider(s) are also required to participate in and maintain an active agreement with the Early Learning Coalition (ELC) fee-subsidized reimbursement program.

At all times, provider's staff must wear approved and valid photo ID badges, whenever on School Board property. Any employee providing services stated in this ITN shall apply for and obtain Level Two (2) Clearance through M-DCPS, and each employee is required to be identified in the Vendor and Disposition List provided by the M-DCPS Office of Human Resources. DCF background screening Clearinghouse requirements for each of the Proposer's employees must also be met. An employee must be cleared before the employee is to provide any service at a school site.

If the Provider begins a service at a school, the Provider will continue providing services at that school through the end of the school year, unless a change is determined to be in the best interest of the location by the principal and District/School Leadership and Performance. Thirty (30) days written notice of a change must be given to the Provider.

To maintain eligibility, Providers are required to submit at least 60 calendar days prior to the end of the school year, the following additional information and/or documentation to M-DCPS District/School Operations/Community Education and After-School Programs, in order to provide fee-based child care services for the subsequent calendar year:

- A. Provide a letter of intent stating the organization's willingness to continue to provide a program for the subsequent calendar year for the services stated within the organization's original proposal. Indicate any major program revisions, additions or deletions to the current services that differ from the original proposal submitted.
- B. Provide a statement that Provider's status as a not-for-profit charitable organization remains unchanged.
- C. If requested, submit a copy of the organization's most recently completed IRS Form 990 and most recently completed year-end audit (PDF format and one (1) hard copy) with financial comments and signed by an independent certified public accountant.
- D. Provide a current Certificate of Insurance for each subsequent calendar school year.
- E. Provide a statement that Provider will comply with any revisions, new policies, guidelines or procedures to M-DCPS School Operations/Community Education and After School Programs.
- F. Any other pertinent information requested by M-DCPS.

Ten dollars (\$10.00) per child will be submitted to M-DCPS Community Education / School Leadership and Performance to cover operational expenses. The exact amount to be reimbursed to M-DCPS will be determined by the child count on the closest Monday to the 15<sup>th</sup> of October of each year. All children who have and/or had been registered in the program shall be counted. Reimbursement shall be submitted to M-DCPS. Verification of such records may be subject to audit.

#### **4.3.2 Community Enrichment Program Services (for Youth (4 to 18 Years) and Adults**

M-DCPS is seeking to engage with existing organizations (both not-for-profit and for-profit entities, businesses, university, etc.) and adults (individuals not affiliated with any organization) who are interested in providing programs in M-DCPS schools for community enrichment programs. M-DCPS seeks to establish several unique afterschool enrichment programs (i.e. music, drama, dance, fine arts, test preparation, recreation, among others) to serve an



age span between 4 years old through adulthood. These programs should serve multi-age groups during the hours of 2:00 p.m. and 6:00 p.m., based on individual school community needs. M-DCPS believes that high-quality and unique after-school enrichment programming can have a positive impact on a child's life while also offering working parents/guardians a helping hand. When managed properly, after-school enrichment programs keep kids safe, help improve academic achievement, and promote positive youth development.

In order to develop a pool of qualified providers, M-DCPS shall reserve the option of awarding contracts to multiple vendors. An award of this contract does not guarantee that the consultant(s) will receive a request for the provision of services.

### ***Minimum Qualifications***

#### ***Participant Fees***

Approved providers may charge families for their services, or they may contract with schools to offer services through school sites without charging provider fees to families, based on individual school community needs and at the discretion of the District and school site principal. This will allow families that have limited resources to pay to access enrichment programs.

Programs that charge families directly will be required to collect funds from families using their own staff. M-DCPS staff will not be allowed to collect funds for providers. In addition, programs that collect funds directly from families will be required to pay standard M-DCPS facilities usage fees as they are leveraging the facility's use outside of the after school program structure.

#### ***Subcontracting***

The contractor shall perform all work with its own staff unless otherwise approved in writing by Miami-Dade County Public Schools.

#### ***Facilities Rental***

If applicable, the After School Enrichment Program Service Provider shall sign an annual facilities rental contract with M-DCPS to allow space usage within the approved M-DCPS school (if space is available). The negotiated agreement between the individual school and the After School Enrichment Program Provider shall be made part of the contract between M-DCPS and the Provider. Provider(s) shall pay M-DCPS room rental and/or other fees for the use of M-DCPS facilities to provide the Community Enrichment Programs. Rental fees will be based on the size of the needed space. All rental agreements will comply with M-DCPS policy on facility usage-Board Policy 7510.

#### **SB Policy 7510 - Use of District Facilities -**

<http://go.boarddocs.com/fl/sbmd/Board.nsf/goto?open&id=CM62FN01FDDB>

#### **SB Policy 7510.01 - Rental Charges -**

<http://go.boarddocs.com/fl/sbmd/Board.nsf/goto?open&id=BK6KW84FFEB6>

The provider will be required to complete a Facilities Usage Agreement, available at [Financial Service \(dadeschools.net\)](http://dadeschools.net) and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

#### ***The Facility and Provider Relationship***

The Facility and the Provider relationship -- The After School Enrichment Program Provider shall provide After School Enrichment Program services to students and the community based on community school needs. Daily administration of the Community Enrichment Program shall be the responsibility of the contractor, however, interaction between the Provider's program, the Principal, and M-DCPS school programs shall be coordinated between the Provider, the school principal, and the appropriate District level administrator. The provider must adhere to guidelines as outlined by the Department of Children and Families (DCF). Additionally, the contracted

provider shall complete the DCF licensing questionnaire, available at [Child Care Licensure | Florida DCF \(myflfamilies.com\)](https://myflfamilies.com).

M-DCPS shall not be required to provide furniture or equipment for the use of the Community and After-School Enrichment Programs and Classes, except if such equipment and furniture is in place in the space furnished and the school principal has approved their use. The Provider shall use no supplies or any of the District's certified or classified employees' supplies left in a classroom without prior written consent of the principal.

M-DCPS shall furnish room space, light, heat, power, cold running water, phones and other utilities as are necessary for the operation of the Community and After-School Enrichment Programs and Classes. M-DCPS shall provide and supply sanitary toilet facilities, including paper towels and toilet paper, for the Contractor's employees and participants. M-DCPS custodians shall clean and remove trash from the Community and After-School Enrichment Programs and Classes rooms. Per **School Board Policy 7510.01-Rental Charges. Standard custodial overtime charges will be levied when a custodian is required. A charge will be levied for each additional hour or fraction of an hour.**

Other required building utilities for Community and After-School Enrichment Programs and Classes, e.g., fire alarms, exit doors and room temperatures, shall be part of existing conditions found in M-DCPS school facilities.

### ***Student Accident Insurance***

It is mandatory for a student's parent(s)/guardian(s) to obtain the student accident insurance issued through the District. No child may participate in or attend the before and after school care program and select community education classes without this insurance. Students without the HSR Student Accident Insurance will not be able to participate or attend the program.

### ***Program Implementation***

Provider shall describe in detail the methodologies and procedures that are to be used to accomplish M-DCPS's requirements for afterschool enrichment providers. This shall include program planning, project coordination, field procedures, and resumes of all employees that shall be assigned to the District.

The organization outline shall clearly describe the numbers and professional categories of personnel to be employed, key personnel (and their roles), and any other details that will define how the enrichment program and/or classes will be implemented. The capabilities of the provider to deliver the services in an efficient and timely manner shall be clearly described in this section. Also, this section shall include concise and specific information as it pertains to the equipment that will be used. Include any other information that will assist in the understanding of what the provider proposes to do and to provide.

### ***Capabilities / Proposal Components***

Responses to all capabilities listed shall be in accordance with all specifications for the Community and After-school Enrichment Program/Classes as outlined in this proposal. For each proposal component, explain in detail the proposed program to be offered.

1. Enrollment and admission policies
2. Program advertising and awareness procedures
3. Company and program philosophy
4. Program goals
5. Benefits of the program for M-DCPS students and school community
6. Personnel qualifications
7. Hours of operation for on-site program and/or classes
8. Attendance and illness policies and procedures
9. Health and emergency policies and procedures
10. Pick-up/sign-out policies and procedures

11. How the provider plans to sustain instruction over the long term for activities that involve the development of a skill or large content knowledge (examples: musical instruments, STEAM programs, dance, or martial arts, etc.)
12. List of equipment and supplies that will be used in classroom(s)
13. Any other specific program procedures or activities.
14. Per student price and any discounts
  - a. Provider shall provide its cost breakdown for fees to be charged to parents for services provided during the time frame of school year. All relevant costs or fees that may be charged to parents must be listed. Provider shall attach any additional price sheets that are necessary to fully explain its cost structure. If there are fees on a sliding scale based on parent's income, providers shall submit those costs on separate sheets. Costs or fees **not listed** shall be assumed to be included in other costs listed and not chargeable to parents.
15. Plans for serving students who need 504 or special education accommodations
16. Policies on program cancellation by provider, e.g. reimbursement
17. Policies on parent cancellation, e.g. reimbursement
18. Signed agreement that the provider will meet all liability insurance and background screening requirements set forth by the District

#### **4.3.3 District & School Site Contract Administration**

District administrators over Community Education in the Office of School Leadership and Performance, in collaboration with the school principal (s), shall be the only individual(s) authorized by M-DCPS to negotiate agreements and contracts with afterschool providers; to handle matters of contract administration at all levels including interpreting and implementing contract terms and conditions; negotiation of contract modification; monitoring progress payments; maintaining the official contract file and such other matters of a contract administration.

#### **SECTION 4.4 - REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER**

The proposal submitted must clearly indicate the name of the responding firm, as well as the name, address and telephone number of the primary contact at proposer's organization. The proposer shall demonstrate their experience in the industry.

In no more than fifteen (15) pages, the Proposer must include the following information within the submitted proposal:

1. Executive Summary profiling of the service provider and/or agency submitting proposal;
2. Submit **Exhibit 6**, located within this ITN, for at least three (3) current customers that can be used by M-DCPS as a source of reference. **DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.**
3. Provide a brief description of the plan for provision of services related to this solicitation.
4. Any other information and/or additional service/incentive that can be used by M-DCPS in the proposal evaluation process.

## SECTION 5 – MINIMUM QUALIFICATION REQUIREMENTS

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration:

| REQUIREMENT   | YES | NO |
|---|-----|----|
| a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.   |     |    |
| b. Copy of current registration with the Florida Department of State, Division of Corporations to conduct business in the State of Florida. If Proposer is not registered to transact business in the State of Florida, Proposer must provide a copy of Proposer's current registration in their state of incorporation/organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes. <b>This information must be documented on Exhibit 1 (Cover Page), along with submittal of the required incorporation/organization documentation.</b>              |     |    |
| c. Be regularly engaged in the business of providing the services described in this ITN preferably for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. <b>This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.</b>   |     |    |
| d. Submission of all documentation/information stated in this ITN, including, without limitation, the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this ITN, as well as the required forms and exhibits, as stated in Section 10 of this ITN.   |     |    |
| e. If applicable, Proposers must submit with their proposal a copy of their current certified firm certificate showing their firm's designation. Proposers' certified firm certification(s) must be in place prior to the ITN due date.   |     |    |
| f. If applicable, please include a completed Exhibit 18 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your proposal</u> to specify the name of the certifies subcontractor/subconsultant, the proposed dollar amount or percentage of work to be spent with the identified certified subcontractor/subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. Please submit a copy of the subcontractor's/ subconsultant's current certificate showing the firm's designation, along with the completed Exhibit 18. |     |    |

## SECTION 6 – SUBMISSION REQUIREMENTS

### SECTION 6.1 – SUBMITTAL INSTRUCTIONS

The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar. All proposals must be neatly typed on 8 1/2" X 11" page size, with normal margins and spacing. **It should be noted that M-DCPS is no longer accepting submittal of proposals in hard copy format.**

**Proposals must be received by the deadline for receipt of proposals specified in this ITN Timetable (Section 2).**

For more information on how to register on DemandStar, please refer to the instructions set forth in **Exhibit 17**.

Please note that proposals are due at the District on the date and at the time indicated in **Section 2. Proposal response submission to the Procurement Management Services via Demandstar on or before the stated time and date will be solely and strictly the Proposer's responsibility. M-DCPS will not in any way be responsible for delays in Proposer's submission of their proposal.**

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

### SECTION 6.2 – RESPONSE FORMAT

This Section identifies the format to be followed in assembling a response. Proposers must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the Sections below. Proposers are instructed to indicate a response to ALL requirements and specifications contained in this Section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) must be neatly typed on 8½" X 11" page size, with normal margins, spacing and quantities as outlined in this ITN.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the ITN may result in deductions in the allocation of points by the Selection Committee.

All proposals must contain the following tabs/sections:

- 1) Cover Page  
**Exhibit 1** found in **Section 10** is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.
- 2) Table of Contents  
The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- 3) Proposer Qualification Form  
This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

- 4) Minimum Qualification Requirements  
Submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 5.
- 5) Executive Summary  
Provide a brief summary of no more than two (2) pages describing the basic services offered, experience and qualifications of the Proposer, staff and any other relevant information.
- 6) Proposed Approach and Methodology  
Provide a response to all of the items listed in **Sections 4 and 7** of this ITN. If the Proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item. The Proposer must respond to ALL Requirements in the order listed in **Section 4 and 7** of this ITN using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.
- 7) Experience and Qualifications (including Corporate Past Performance and Key Personnel)  
Provide a response regarding the Proposer's qualifications, including but not limited to the following: full name, address and brief description of Proposer's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITN, whereby resumes of Key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITN.
- 8) Price Proposal  
Provide pricing on the Proposal Pricing Form, refer to Section 8
- 9) Certified Firm Participation, if applicable  
Provide documentation as described in Section 7.7
- 10) Required Forms & Exhibits  
As part of the Proposal, the Proposer must complete, sign and submit Exhibits 1 through 15, Exhibits 19-20, and if applicable, Exhibit 18, all of which can be found in **Section 10**. By submitting a proposal, the Proposer agrees to be bound by and to execute the Sample Agreement, Exhibit 15 of this ITN.

## SECTION 7 - EVALUATION/SELECTION PROCESS

### SECTION 7.1 - COMPETITIVE ITN PROCESS

- (a) The selection process under this ITN shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at [www.procurement.dadeschools.net](http://www.procurement.dadeschools.net).
- (b) Also see Section 3 of this document for additional information and provisions applicable to this competitive ITN process.
- (c) M-DCPS selected the ITN process as the best way to obtain the required combination of best value pricing and excellent services from companies with a proven track record.

Step 1: Solicitation and evaluation of written responses leading to the selection of one or more vendors with whom the M-DCPS will negotiate. Proposals will be evaluated by the Selection Committee to determine a short list of companies whose written responses best address M-DCPS's priorities. Failure to make the short list eliminates that firm from further consideration.

Step 2: Demonstrations of the proposed system solutions shall be conducted from those firms short-listed under Step 1 above.

Step 3: As the best interests of M-DCSP dictate, after the demonstrations have been conducted and follow up questions have been answered by the Vendors, the Selection Committee shall select (1) or more firms to enter into negotiations with the Negotiation Team.

Step 4: Negotiations with those firms selected under Step 3 above may include the further refining of exact specifications, terms and conditions and price structure. As the best interests of M-DCPS dictate, negotiations are conducted; the Team will engage and attempt to reach a contract with the Vendor(s) selected under Step 3 above. If the Team is able to reach a contract with one of these vendors, negotiations with the other vendors will not take place. If the Team elects to negotiate with two or more vendors concurrently; then at the end of the negotiation period, vendors with whom negotiations have progressed satisfactorily will be asked to submit a written Best and Final Offer to finalize all agreements reached during negotiations and to extend additional benefits to M-DCPS, if desired.

Step 5: Award of contract or evaluation of the Best and Final Offer(s), followed by a contract award. The negotiation process will end upon submission of the Best and Final Offers and vendors will not be allowed to make further adjustments to their offer or communicate further with M-DCPS except to respond to requests for clarification. The final decision will be based upon the initial written response, negotiation sessions, and best and final offers.

### SECTION 7.2 - EVALUATION CRITERIA

The Selection Committee (hereinafter referred to as "Committee") will evaluate all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Proposer may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Selection Committee. Please note, the Selection Committee members will review all proposals, based upon the criteria listed below, and may determine to complete a consensus vote or rank proposals for additional evaluation, which may include oral presentations, individual proposal negotiations and/or product demonstrations.

All proposals accepted by M-DCPS, will be reviewed to determine eligible agencies that meet all submission requirements prescribed in the ITN. A Selection Committee composed of representatives from M-DCPS will evaluate and rate all proposals under consideration, applying the evaluation criteria prescribed below. M-DCPS may require a Proposer to make an oral presentation in support of a proposal.

This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria listed. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Selection Committee in evaluating proposals submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points that will be awarded for each section are stated below. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

The Selection Committee shall evaluate proposals received based on the following criteria and points:

| <b>CRITERIA FOR EVALUATION</b>  |   | <b>AVAILABLE POINTS</b> |
|---|---|-------------------------|
| <b>Proposed Approach and Methodology (Response to Scope of Services)</b>                          |   | <b>50</b>               |
| Program Design – Weekly Schedule  | Present a projected one-week schedule and include the times and specific activities, by grade level. Activities must include academic assistance components at each grade level (in addition to homework assistance), technology, structured outdoor play, as well as a variety of other developmentally appropriate activities, which include, but are not limited to indoor/outdoor activities, quiet and active time activities, individual, small and large group activities, child and staff initiated activities and snacks. Indicate if Provider would offer before school childcare services, if requested by a school. |                         |
| Program Enrichment  | Describe any program used to enrich the students' environment and additional activities, i.e., specialized lessons, tutoring, clubs, community service activities, etc. This should only include services not already required by the Request For Proposals.  |                         |
| Academic Program  | Describe the academic services to be provided. Be specific as to the subject, content, frequency, methods of instruction and grade level.   |                         |
| Operational Policies  | Describe the program policies regarding: (1) discipline; (2) parent involvement; (3) refunds; (4) snack provision; (5) reasonable accommodation in accordance with American Disabilities Act (ADA); (6) critical incident response; and (7) requirement to purchase M-DCPS student insurance prior to participation in the program. Provide your discipline plan to include procedure for program suspension and expulsion.   |                         |
| On-Site Supervision   | Describe the provisions for daily on-site supervision at each site. Additionally, provide a written plan of staff responsibilities regarding supervision of children in the event the parent or guardian fails to pick up the child at the conclusion of the after-care. Include your company's emergency contact information.  |                         |
| Number of Sites   | Indicate the total number of sites you would be able to serve. Indicate the areas you seek to approach to market your services. Please be specific, e.g., entire County or Region(s)  |                         |
| Additional Services   | Describe any additional services that Proposer is able to provide with relation to the scope of this Request For Proposals.   |                         |
| <b>Experience and Qualifications<br/>(including corporate past performance and Key Personnel)</b> |   | <b>30</b>               |
| Organizational History, Structure and Authoritative Direction of Control                          | Describe the history, structure and authoritative direction or control of your organization with particular emphasis on your experience in providing child-care services. Provide an organizational chart of your administrative staff.   |                         |
| Administration and Staff Qualifications   | Describe the qualifications and experience of the administrative, supervisory and child-care workers who will provide the services for M-DCPS. Documentation that describes the job qualifications and experience will be acceptable. Show proof of your organization's prior Department of Children and Families (DCF) licensing; must have been valid 3 years within the past 5 years. Show proof of your organization's prior Early Learning Coalition (ELC) agreements; must have been valid 3 years within the past 5 years.   |                         |



|  |   |            |
|--|---|------------|
| Recruiting, Selecting, Training and Evaluation | Describe your procedures for recruiting, selecting, training, and evaluating child-care workers. Detailed information of staff orientation and on-going training including frequency and training agendas. Describe the content and process used for program and staff evaluation. Attach a copy of form(s) used and include your parent and staff handbook.  |            |
| Litigation                                     | Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team. |            |
| Overall Cost                                   |   | <b>20</b>  |
| Registration and Hourly-Fee Structure          | Describe your hourly, monthly and yearly-fee structure, including a specific sliding scale plan that includes the number of reduced fees given at each site. The scale must be the same for all sites. Include the range of sliding scale fees and qualifications and source of funding for sliding scale fees. Agency participation in Child Development Services Reimbursement Program is required. Include the monthly payment schedule given to parents and any additional fees charged. All fees cannot exceed those adopted by M-DCPS.  |            |
| <b>TOTAL POINTS</b>                            |   | <b>100</b> |

### SECTION 7.3 - PROPOSER EVALUATION CRITERIA BREAKDOWN

#### a) Proposed Approach and Methodology - Possible Points: 50

#### b) Experience and Qualifications - Possible Points: 30

- Proposer's qualifications including, but not limited to: company history and description, number of years in business, size, number of employees, office location, licenses/certifications, credentials, capabilities and capacity to meet the District's needs. **Possible Points: 10**
- Proposer's relevant knowledge and experience in providing the services described in the Scope of Services to public sector agencies similar in size to the District. **Possible Points: 10**
- Qualifications and experience of all proposed key personnel. **Possible Points: 10**

#### c) Overall Cost - Possible Points: 20

- Proposed pricing as shown on the Proposal Pricing Form.

### SECTION 7.4 - ORAL PRESENTATIONS

(a) Firms may be invited to individually make oral presentations of their proposal.

(b) Oral presentations will consist of an overview of the submitted proposal of each of the Proposers and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations.

(c) The Selection Committee may request submission of refined responses in coordination with presentations, which may include but are not limited to: Software demonstrations, refining of exact specifications, terms and conditions expected, and a detailed price structure. Each Vendor will receive the same amount of time to present, though presentations may not all be on the same day. The Selection Committee will debrief after presentations are given to decide which Vendor(s) advances to the negotiation phase.

## SECTION 7.5 - NEGOTIATIONS WITH PROPOSERS

The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, may conduct negotiations with:

- (i) the highest ranked Proposer when the Committee established a competitive range and has completed its final evaluation of proposals; or
  - (ii) the highest ranked Proposer when the Committee determines not to establish a competitive range; or
  - (iii) a sole Proposer when only one proposal is received,
  - (iv) Or any proposal it sees fit
- a) *Purposes of Negotiations.* Negotiations are held to:
- (i) promote understanding of the District's requirements and the Proposers' proposals; and
  - (ii) facilitate arriving at a contract that will be most advantageous to the District, taking into consideration price and the other evaluation factors set forth in the Invitation to Negotiate.
  - (iii) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Exhibit 2) submitted with the proposal.
  - (iv) *Meetings.* All negotiations shall be conducted in accordance with the applicable "Government in the Sunshine Law," Section 286.011, Florida Statutes, as same may be amended from time to time.

The Selection Committee reserves the right to enter into negotiations with proposers concurrently prior to final recommendation.

## SECTION 7.6 - AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (ITN Process) (**See Section 10 - Exhibit 2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a M-DCPS selection or similar committee must be listed on this Affidavit. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this ITN process shall be recognized upon submission, prior to oral presentation, to the M-DCPS Buyer of another fully executed affidavit (**Exhibit 2**). Any person not listed on the affidavit shall be excluded from participation in oral presentations, unless he or she is registered with the Clerk of the Board and has paid all applicable fees as a registered lobbyist.

**NOTE:** Other than for oral presentations under this ITN process, Proposers who wish to address any M-DCPS School Board member or an M-DCPS committee or subcommittee concerning any actions, decisions or recommendations of M-DCPS personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist under School Board Policy 8150.

## SECTION 7.7 - SMALL/MICRO, MINORITY/WOMEN, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to participation by businesses certified by the M-DCPS Office of Economic Opportunity, as part of all District contracting. The School Board has active certification programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement

initiatives for firms responding to this solicitation.

The application may be accessed through the following link:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

All certifications must be completed online using the following link: <http://oeo.dadeschools.net/certification.asp>

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

A current list of certified firms can be found online at:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>

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

Please see the evaluation criteria table in Section 7.2 (Evaluation Criteria) for the certified firm participation information applicable to this solicitation. If applicable, Proposers must submit with their proposal a copy of current certificate showing their certified firm designation. Proposers' certified firm certification(s) must be in place prior to the ITN due date. **The Goal Setting Committee recommended that this solicitation be open with no goals.**

**SECTION 8 – PROPOSAL PRICING**  
 (Signature required at the end of this Section)

Proposer must complete this Section in its entirety and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this ITN.

8.1 Please indicate the services you firm will provide Proposal(s).

| <b>Vendor Name</b> | <b>ON-SITE STATE LICENSED BEFORE AND AFTER SCHOOL CHILDCARE SERVICES</b> | <b>ON-SITE COMMUNITY ENRICHMENT PROGRAM SERVICES FOR ELEMENTARY SCHOOLS, K-8 CENTERS, MIDDLE SCHOOLS, 6-12 CENTERS, HIGH SCHOOLS AND CENTERS FOR SPECIAL EDUCATION</b> |
|--------------------|--|--|
|                    |  |  |

8.2 Additionally, Proposer should itemize and detail in an excel document all chargeable fees to perform all elements of this ITN identified in Section 4, Scope of Services.

The information in this ITN is to be utilized solely for preparing the proposal response to this ITN and does not constitute a commitment by the District to procure any product in any volume.

The Proposer shall offer all elements of this ITN and meet all service requirements and specifications listed within Section 4 - Scope of Services, including but not limited to all costs associated with the performance of these services, including labor, materials, transportation, training, maintenance, fees, etc.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS PRICE PROPOSAL WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE PROPOSER NON-RESPONSIVE.**

\_\_\_\_\_  
*Signature of Proposer's Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Printed Name:*

\_\_\_\_\_  
*Date:*

## SECTION 9 – INSURANCE REQUIREMENTS

In consideration of this Contract, if awarded, the Proposer agrees without reservation to the indemnification and insurance clauses contained in this RFP. These clauses are attached to and form a part of this RFP.

Proposers shall be required to provide, at the time of submittal of their proposal, evidence of insurance coverages and limits meeting, at a minimum, the following requirements:

### **A. Workers' Compensation/Employer's Liability Insurance**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two:       \$100,000 Each Accident  
                  \$500,000 Disease - Policy Limit  
                  \$100,000 Disease - Each Employee

### **B. General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

    \$ 1,000,000 General Aggregate  
    \$ 1,000,000 Each Occurrence

### **C. Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000

    Each Occurrence - Bodily Injury and Property Damage Combined

**Professional Liability:** If the contract requires professional services, the proposer shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover proposer or those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the contract including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Claim/Annual Aggregate

Failure to submit evidence of insurance, as outlined above, may cause the proposer to be considered non-responsive and ineligible for award.

In addition, upon award, the successful proposer shall provide a fully completed certificate of insurance signed by an authorized representative of the insurer providing the insurance coverages set forth hereinabove, and naming **"The School Board of Miami-Dade County, Florida and its members, officers and employees"** as an additional insured and certificate holder. Failure by the successful proposer to provide a fully completed certificate of insurance providing the insurance coverages outlined above, or to maintain such insurance coverages throughout the contractual period, including any extension periods, may cause the proposer to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the proposer shall relieve the proposer of the proposer's full responsibility to provide insurance as required herein.

The insurance provided by the proposer shall apply on a primary basis. Any insurance, or self- insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the proposer.

Compliance with these insurance requirements shall not limit the liability of the proposer. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the proposer) available to the Board under this contract or otherwise.

The proposer shall be responsible for assuring that the insurance remains in full force and effect for the duration of the contractual period, including any and all extension periods that may be granted to the proposer. The certificate of insurance shall contain the provision that the School Board be given no less than (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the proposer 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.

As noted above, the certificate of insurance shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured and certificate holder, and shall be delivered to the following location, unless otherwise notified:

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

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

## SECTION 10 – FORMS AND EXHIBITS

- Exhibit 1 Cover Page for Proposal
- Exhibit 2 Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (ITN Process) (must be notarized)
- Exhibit 3 Acknowledgment of Amendments
- Exhibit 4 Local Business Affidavit of Eligibility (must be notarized)
- Exhibit 5 Florida Statutes on Public Entity Crimes (must be notarized)
- Exhibit 6 Proposer Experience
- Exhibit 7 Anti-Collusion Statement
- Exhibit 8 Disclosure of Employment of Former School Board Employees/Conflict of Interest
- Exhibit 9 Submitted Proposal Document Verification Form
- Exhibit 10 Debarment (must be notarized)
- Exhibit 11 Instructions for Certification
- Exhibit 12 Proposer's Preference (must be notarized)
- Exhibit 13 Drug-Free Workplace (must be notarized)
- Exhibit 14 Statement of No Response (if applicable)
- Exhibit 15 Proposed Contract Agreement
- Exhibit 16 Bid Opening Instructions
- Exhibit 17 DemandStar Registration Instructions
- Exhibit 18 Statement of Intent to Perform as a Certified Subcontractor/Subconsultant
- Exhibit 19 Certification of Compliance 6465 – Commercial Anti-Discrimination in Business Operations and Practices (must be notarized)
- Exhibit 20 Foreign Country of Concern Attestation (PUR 1355)

**Exhibit 1  
Cover Page for Proposal**

**PROPOSER'S NAME (Name of firm, entity or organization):**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**MAILING ADDRESS:**  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

|                   |             |                        |
|-------------------|-------------|------------------------|
| <b>TELEPHONE:</b> | <b>FAX:</b> | <b>E-MAIL ADDRESS:</b> |
|-------------------|-------------|------------------------|

**PROPOSER'S ORGANIZATIONAL STRUCTURE:**  
\_\_\_\_ Corporation      \_\_\_\_ Partnership      \_\_\_\_ Proprietorship      \_\_\_\_ Joint Venture  
\_\_\_\_ Other (Explain): \_\_\_\_\_

**IF CORPORATION:**  
Date Incorporated/Organized: \_\_\_\_\_  
State Incorporated/Organized: \_\_\_\_\_  
(attach current registration from state of incorporation/organization)  
If Proposer was not incorporated/organized in the State of Florida, attach current registration authorizing Proposer to transact business in Florida.  
If Proposer is not registered to transact business in the State of Florida, state below the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
States registered in as foreign corporation: \_\_\_\_\_

**PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**  
\_\_\_\_\_  
\_\_\_\_\_

**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT (Also refer to Section 5.7 and Attachment 16):** \_\_\_\_\_  
\_\_\_\_\_

**PROPOSER'S AUTHORIZED SIGNATURE:**  
The undersigned hereby certifies that this bid is submitted in response to this solicitation.  
Sign Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



**Exhibit 2**  
**AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)**  
**FOR SELECTION COMMITTEE PROCEEDINGS (ITN PROCESS)**

Firm/Proposer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Telephone: (\_\_\_\_) \_\_\_\_\_  
This ITN No.: \_\_\_\_19-065-VF\_\_\_\_\_

List all members of the Proposer's presentation team who may participate on your firm's behalf in Oral Presentations, including negotiations under this ITN process:

| NAME  | TITLE | EMPLOYED BY | TEL. NO. |
|-------|-------|-------------|----------|
| _____ | _____ | _____       | _____    |
| _____ | _____ | _____       | _____    |
| _____ | _____ | _____       | _____    |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals listed above are authorized by this Firm/Proposer to appear as its representative during Oral Presentations, including negotiations before a Miami-Dade County Public Schools' evaluation, selection, technical review or similar committee or subcommittee under the above-referenced ITN process.

Furthermore, pursuant to School Board Policy **8150**, LOBBYISTS, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. The listed members of the presentation team shall not be required to pay any registration fees. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of an individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: <http://www2.dadeschools.net/schoolboard/rules/>

Additional authorized representatives for Oral Presentations including negotiations under this ITN process shall be recognized upon submission to the M-DCPS Buyer, prior to the oral presentation, a revised/updated fully executed Affidavit (this Exhibit 2).

Unless listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee, unless all applicable fees as a registered lobbyist have been paid.

Signature of Authorized Representative of Firm/Proposer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_,

by \_\_\_\_\_, a \_\_\_\_\_, who is personally  
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank) (Serial Number, if any)

**Exhibit 3**  
**ACKNOWLEDGEMENT OF AMENDMENTS**

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

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

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

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

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

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

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

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

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

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

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**PART II:**

No Addendum was received in connection with this solicitation.

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

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

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

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

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

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

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

Exhibit 4



Miami-Dade County Public Schools
Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable):
BUSINESS NAME:
CONTACT PERSON:
ADDRESS: (Include City State & Zip Code)
FEIN (Federal Employer Identification Number):
Length of Time at Address Provided:
Length of Time Located within the legal boundaries of Miami-Dade County:
BUSINESS STRUCTURE:
[ ] Corporation [ ] LLC [ ] Partnership [ ] Sole Proprietorship
[ ] Other (Specify):
PHONE: ( ) FAX: ( )
E-MAIL ADDRESS:
ATTESTATION - I understand that:
• In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its [ ] headquarters, [ ] manufacturing facility, or [ ] locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Mark applicable box and attach support document(s).
• To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.
• The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
• The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
• The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
• The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
• The above information may be subject to verification.
• A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared \_\_\_\_\_ who, after being sworn according to law, stated that he or she was authorized to represent \_\_\_\_\_ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_
My Commission Expires: \_\_\_\_\_
NOTARY SEAL

PRINTED NAME OF AFFIANT
SIGNATURE OF AFFIANT DATE
TITLE
COMPANY NAME

FM-7138 Rev. (03-13)

**Exhibit 5  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

The State of Florida has enacted a law that requires proposers or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

**All Proposers must read and complete in its entirety, sign and have notarized the attached “Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.”**

**Failure to do so will result in the proposal submitted being considered non-responsive and therefore not considered for award.**

ITN or Contract No. \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:**

1. The business addresses of \_\_\_\_\_ (name of proposer or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of proposer or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is\_\_\_\_\_. A copy of the order of the Division of Administrative Hearing is attached to this statement.

\_\_\_\_\_  
Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 6  
PROPOSER EXPERIENCE**

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub Proposer and the client.

Prime Proposer/Sub Proposer:

\_\_\_\_\_

Client Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Client Contact name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

Email:

\_\_\_\_\_

Is Client a School District? (Yes\_\_\_ No \_\_\_)

**Duration of Client Relationship:**

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_ for \_\_\_\_\_ Total Years.

**Additional information (attach pages as necessary):**

Describe the services provided; provide total value of the contract, result of the project and Proposers role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

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*For Department Use Only:*

\_\_\_\_\_

*PMS Staff Name/ Signature*

\_\_\_\_\_

*Date*

**Exhibit 7  
ANTI-COLLUSION STATEMENT**

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

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS

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

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

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

LEGAL NAME OF AGENCY OR  
PROPOSER SUBMITTING PROPOSAL: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY STATE, ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
TYPE OF BUSINESS ORGANIZATION: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
BY: SIGNATURE (ORIGINAL) \_\_\_\_\_  
BY: NAME TYPED \_\_\_\_\_  
TITLE: \_\_\_\_\_

Exhibit 8

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules>, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)**

Proposers are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES  
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Policy 6460, which may be accessed on the school website at [www2.dadeschools.net/schoolboard/rules](http://www2.dadeschools.net/schoolboard/rules) all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

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



**DISCLOSURE OF CONFLICT OF INTEREST**

**(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)**

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net). Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No     Yes     If answer is yes, please complete the following:

| Employee Name    | Current Title with Firm | Name of M-DCPS Committee, Task Force, Association Served |
|------------------|-------------------------|--|
| Name: _____<br>• |                         |  |
| Name: _____<br>• |                         |  |

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

**EXHIBIT 9  
SUBMITTED PROPOSAL DOCUMENT VERIFICATION FORM**

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration.

| REQUIREMENT  | YES | NO |
|--|-----|----|
| <p>a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.</p>   |     |    |
| <p>b. Copy of current registration with the Florida Department of State, Division of Corporations to conduct business in the State of Florida. If Proposer is not registered to transact business in the State of Florida, Proposer must provide a copy of Proposer's current registration in their state of incorporation/organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes. <b>This information must be documented on Exhibit 1 (Cover Page), along with submittal of the required incorporation/organization documentation.</b></p>              |     |    |
| <p>c. Be regularly engaged in the business of providing the services described in this ITN preferably for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. <b>This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.</b></p>   |     |    |
| <p>d. Submission of all documentation/information stated in this ITN, including, without limitation, the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this ITN, as well as the required forms and exhibits, as stated in Section 10 of this ITN.</p>   |     |    |
| <p>e. If applicable, Proposers must submit with their proposal a copy of their current certified firm certificate showing their firm's designation. Proposers' certified firm certification(s) must be in place prior to the ITN due date.</p>   |     |    |
| <p>f. If applicable, please include a completed Exhibit 18 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your proposal</u> to specify the name of the certifies subcontractor/subconsultant, the proposed dollar amount or percentage of work to be spent with the identified certified subcontractor/subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. Please submit a copy of the subcontractor's/ subconsultant's current certificate showing the firm's designation, along with the completed Exhibit 18.</p> |     |    |

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

Name of Bidder: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Proposer's Authorized Representative* \_\_\_\_\_ *Title*

\_\_\_\_\_  
*Printed Name* \_\_\_\_\_ *Date*

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***For Department Use Only:***

\_\_\_\_\_  
*PMS Staff Name/ Signature* \_\_\_\_\_ *Date*

\_\_\_\_\_  
*Originating Staff Name/ Signature (as applicable)* \_\_\_\_\_ *Date*

## Exhibit 10 - DEBARMENT

THIS FORM MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH THEIR PROPOSAL TO BE CONSIDERED FOR AWARD

### SECTION I. CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER TRANSACTIONS

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

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON ATTACHMENT 6)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### SECTION II. CERTIFICATION OF DEBARMENT OR SUSPENSION (NON-FEDERAL)

(1) Proposer certifies, by submission of this proposal, that Proposer is not presently debarred or suspended by Miami-Dade County Public Schools or any other state or local agency.

(2) Proposer certifies, by submission of this proposal, that Proposer has not been debarred or suspended by Miami-Dade County Public School or any other state or local agency within the last five (5) years from the date of submission of this bid.

(3) If Proposer is unable to certify to the statements noted under Sections II (1) and II (2) above, Proposer must set forth below such instance(s) of debarment or suspension, including the agency name, period of debarment or suspension and reason for debarment or suspension.

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### SECTION III: ADDITIONAL CERTIFICATION

(1) Proposer must provide below a list of all lawsuits in the last five (5) years prior to the bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm. Provide the case name, number and disposition.

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*Proposer's failure to disclose any debarment, suspension and/or lawsuit information may deem the Bidder non-responsive and ineligible for award.*

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name(s) Title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature(s) Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME; the undersigned authority, in and for the State of Florida, personally appeared \_\_\_\_\_ who, after being sworn according to law, stated that he or she was authorized to represent \_\_\_\_\_ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

\_\_\_\_\_  
SIGNATURE OF AFFIANT DATE

\_\_\_\_\_  
PRINTED NAME OF AFFIANT

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

**SWORN AND SUBSCRIBED BEFORE ME**

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL

## Exhibit 11- INSTRUCTIONS FOR CERTIFICATION

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

# Exhibit 12 - PROPOSER'S PREFERENCE

## LEGAL OPINION OF PROPOSER'S PREFERENCE

**MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH THEIR PROPOSAL TO BE CONSIDERED FOR AWARD**

VENDOR NAME:

**Section 1: Attorney for an Out-of-State Proposer must complete and sign Section 1**

**Section 2: Florida Proposer must complete and sign Section 2 and have it notarized**

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

Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

### SECTION 1

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

*(Must Select One)*

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

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

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

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

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

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

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

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

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

### SECTION 2

### LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA PROPOSER ONLY

**FLORIDA PROPOSER MUST COMPLETE AND SIGN THIS SECTION AND HAVE IT NOTARIZED**

**ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA PROPOSERS**

*(Must Select One)*

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

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME; the undersigned authority, in and for the State of Florida, personally appeared \_\_\_\_\_ who, after being sworn according to law, stated that he or she was authorized to represent \_\_\_\_\_ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF AFFIANT

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

**SWORN AND SUBSCRIBED BEFORE ME**

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL



# Exhibit 13 - DRUG FREE WORKPLACE

VENDOR NAME:

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

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

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

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

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

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

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

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

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

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

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

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

Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned name of notary public)

## Exhibit 14 - STATEMENT OF "NO RESPONSE"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" sheet and submit via DemandStar prior to the Bid Due Date established herein.

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

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

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

\_\_\_\_\_

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

| √ | <b>Reasons for "NO Bid":</b>  |
|---|---|
|   | Unable to comply with product or service specifications.            |
|   | Unable to comply with scope of work.                                |
|   | Insufficient time to respond to the Invitation to Negotiates.       |
|   | Unable to hold prices firm through the term of the contract period. |
|   | Our schedule would not permit us to perform.                        |
|   | Unable to meet insurance requirements.                              |
|   | Other (Specify below)   |

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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



**4. PAYMENT SCHEDULE**

Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- one lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services or on \_\_\_\_\_
- \_\_\_\_\_ partial payments in the amount of \$ \_\_\_\_\_ after/before each \_\_\_\_\_
- Please see payment schedule hereto attached and incorporated into this Agreement.

**5. CONFIDENTIALITY OF STUDENT RECORDS**

Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. Contractor shall regard all student information as confidential and will not disclose the student information to any third party. All School Board Data received shall remain in the Continental United States. Contractor shall supply the School Board with proof of documented security compliance through either (i) proof of SOC 2 compliance or reasonable equivalent, (ii) an attestation of an independent third-party audit, conducted within the last calendar year, based on an industry recognized Cybersecurity Framework, and/or (iii) evidence of an annual comprehensive internal and external penetration test. Elements subject to validation should include (but are not limited to) assessing storage configuration and permissions, enforcing proper access controls to limit unauthorized access to containers/data, verification that roles and permissions are appropriately configured, review of network configurations to ensure proper segmentation and isolation as appropriate. Upon written notification from the School Board, Company shall provide School Board, or the School Board's designated third-party security auditor, with reasonably sufficient access and information to facilitate testing and/or verification of the security parameters of the tenant configuration utilized by Company to provide the Services under this Agreement. Such testing and verification shall be conducted at reasonable times agreed upon by both parties and shall not unreasonably interfere with Company's business operations.

**6. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

This provision is applicable if this Agreement includes web-based programming for educational purposes. With respect to the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6505, and its implementing regulations (16 C.F.R. 312, et seq.), the Parties acknowledge that COPPA permits School Board, acting in the role of "parent," to provide required consents regarding personal information of students who are under the age of 13, where such consent is limited to the collection of personal information from students for the educational use and benefit of School Board, and does not extend to any commercial purpose. The Parties acknowledge that the Contractor, an "operator" under COPPA, relies on this form of consent for such School Board users under this Agreement. The Contractor shall provide School Board all notices required under COPPA, as applicable to ensure that School Board, in providing its COPPA consent, has full information and assurance that the Contractor's practices comply with COPPA.

**7. GOVERNING LAW; VENUE; ATTORNEYS' FEES**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

**8. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all third-party claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Contractor. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

**9. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

**10. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any third-party claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

**11. ADA COMPLIANCE**

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

**12. COMPLIANCE WITH SCHOOL CODE**

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

**13. TERMINATION AND SUSPENSION**

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the School Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the School Board terminated upon receiving notice of the attempted fraud as determined by the School Board.

**14. FORCE MAJEURE**

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Contractor is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Contractor would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

**15. 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 the staffs, or families.

**16. DEBARMENT**

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

**17. DEFAULT**

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

**18. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594). I certify to abide by all applicable School Board Policies which may be found at <http://www.dadeschools.net/schoolboard/rules/> as amended from time to time.

**19. CLEAN AIR ACT**

Contractors awarded contracts in excess of \$150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

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

The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

**21. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

**22. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37. Contractor attests it is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Contractors awarded contracts involving Federal Funds must be in compliance with the prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Contractors awarded contracts involving Federal Funds must be in compliance with procurement of recovered materials (2 CFR 200.323). Contractors awarded contracts involving Federal Funds must be in compliance with domestic preferences for procurements (2 CFR 200.322). As per Florida Statutes, as amended from time to time, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should Contractor utilize a subcontractor to perform services under this Agreement Contractor shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If Contractor fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system School Board shall terminate this Agreement immediately. In addition, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

**23. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

Contractor Address. The address for Contractor for all purposes under this agreement and for all Notices hereunder shall be:

Contractor: \_\_\_\_\_  
Contact's Name/Title: Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

School Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida  
Attn: Dr. Jose L. Dotres, Superintendent  
1450 N.E. Second Avenue, Suite 912  
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida  
Department: \_\_\_\_\_  
Department Director: Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

And a copy to:

The School Board of Miami-Dade County, Florida  
Attn: Walter J. Harvey, General Counsel  
1450 N.E. Second Avenue, Suite 430  
Miami, Florida 33132

**24. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401. This section shall not apply to Contractor materials with current patent, copyright and/or trademarks.

**25. BYRD ANTI-LOBBYING**

Contractors awarded contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**26. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS**

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. According to Florida Public Records laws documents submitted by Contractor which constitute trade secrets as defined in Florida Statute 812.081 or proprietary confidential business information as set forth in Florida Statute 366.093, and which are stamped as confidential at the time of submission to School Board, are not subject to public access. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

**27. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at [www.neola.com/miamidade-fl](http://www.neola.com/miamidade-fl) Contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the Contractor, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies as listed below. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employee's services.

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

**28. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS**

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the MDCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net) Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

| <input type="checkbox"/> No <input type="checkbox"/> Yes <b>If answer is yes, please complete the following: Name of Director(s) or Officer(s)</b> |                    |  |
|--|--------------------|--|
| Employee Name  | Current Firm Title | Name of MDCPS Committee, Task Force, Association |
|  |                    |  |
|  |                    |  |



### **29. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services or is in direct contact with students, 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 Policies 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 is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue Florida Public Schools Contractor Badge, which shall be worn by the individual at all times while on School 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 Florida Public Schools Contractor badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

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

### **30. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools 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 a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

### **31. SMALL/MICRO, MINORITY/WOMEN AND VETERAN BUSINESS ENTERPRISE PROGRAMS**

The Small/Micro Business Enterprise (SMBE), Minority/Women and Veteran Business Enterprise (VBE) Programs, implemented pursuant to School Board Policy 6320.02 were established to provide expanded and equitable participation in School Board procurement of goods and services, construction, and professional services. If applicable, in completing its obligations under this Agreement, the Contractor agrees to comply with all applicable requirements of the SBE/MBE, M/WBE and VBE Programs, provided in School Board Policy, as it exists on the date of the commencing of this Agreement. **Compliance, Monitoring and Reporting of Subcontractors** - As applicable to meet the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals, the Contractor shall be required to submit a monthly report via the online diversity compliance system for compliance with the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals for sub-contractors. All compliance reporting shall be submitted through the link provided <http://miamidadeschools.diversitycompliance.com>. The Contractor may only remove and replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor of similar certification. To the extent that the Contractor seeks to replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor that does not maintain a similar certification, then the Contractor must first obtain approval from the Office of Economic Opportunity (OEO). The OEO shall monitor and/or verify 100% of reported payments to subcontractors ensuring the Contractor's reported subcontract participation is accurate.

**32. INSURANCE REQUIREMENTS**

Prior to commencement of work under the agreement, the Contractor shall obtain and maintain without interruption the insurance as outlined below. The Contractor agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

**Workers' Compensation/Employer's Liability Insurance.** Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$ 100,000 Each Accident
- \$ 500,000 Disease - Policy Limit
- \$ 100,000 Disease - Each Employee

**General Liability Insurance.** Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury
- \$ 1,000,000 Each Occurrence

Contractor shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

**Automobile Liability Insurance.** Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

**Professional Liability:** If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Claim/Annual Aggregate

**Cyber Liability Insurance:** If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the Contractor and the Board, the Contractor shall provide evidence of the following insurance. Contractor shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

**Verification of Coverage:** Proof of the required insurance must be furnished by the Contractor to The School Board's Risk Management Department by Certificate of Insurance within thirty (30) days of the date of this Agreement. To automate this process, the School Board has partnered with a third-party administrator. to collect and verify insurance documentation through CTrax software services.

The VENDOR is required to e-mail a current COI to: riskcontracts@dadeschools.net

Email subject should read "INSERT VENDOR NAME" COI

Include in the body of the e-mail the information below so your vendor account may be created in CTrax.

- Vendor Representative Name " \_\_\_\_\_ "
- Vendor Representative Phone number " \_\_\_\_\_ "
- Vendor Representative Email " \_\_\_\_\_ "

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

**33. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

**34. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. Contractor represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The Contractor represents that the execution, delivery and performance of this Agreement by the Contractor has been fully and validly authorized by all necessary corporate action.

|   |  |
|---|--|
| <p style="text-align: center;"><b>SUBMITTED BY:</b></p> <hr/> <p>Charge Location Administrator Signature _____ Date _____</p> <hr/> <p>Regional Superintendent/Division Head Signature _____ Date _____<br/>(as applicable)</p> <hr/> <p>Office of Grants Administration Signature _____ Date _____<br/>(if applicable)</p> <p><small><b>NOTE:</b> Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</small></p> | <p style="text-align: center;"><b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b></p> <p>BY: _____ Signature<br/>(Superintendent of Schools or Designee)</p> <hr/> <p style="text-align: center;">(Name Typed)</p> <p>Date: _____</p>   |
| <p style="text-align: center;"><b>APPROVED AS TO RISK AND BENEFITS</b><br/>(as to the School Board):</p> <hr/> <p>Risk Management Signature _____ Date _____</p> <p style="text-align: center;"><b>APPROVED AS TO PROCUREMENT AUTHORITY</b><br/>(as to the School Board):</p> <hr/> <p>Procurement Management Signature _____ Date _____</p> <p style="text-align: center;"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</b><br/>(as to the School Board):</p> <hr/> <p>General Counsel Signature _____ Date _____</p>                                    | <p style="text-align: center;"><b>CONTRACTOR</b></p> <hr/> <p style="text-align: center;">Legal Name of Contracting Party</p> <p>BY: _____ Signature</p> <p>Name: _____<br/>(Name Typed) (Title) (Date)</p> <p>Address: _____</p> <p>_____</p> <p>F.E.I.N. (If organization) _____</p> <p>School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>M-DCPS Employee No. _____</p> |

**EXHIBIT 16 – BID OPENING INSTRUCTIONS**

**ITN-23-030-CM**

**ON-SITE STATE LICENSED BEFORE AND AFTER SCHOOL CHILDCARE SERVICES AND/OR ON-SITE COMMUNITY ENRICHMENT PROGRAM SERVICES FOR ELEMENTARY SCHOOLS, K-8 CENTERS, MIDDLE SCHOOLS, 6-12 CENTERS, HIGH SCHOOLS AND CENTERS FOR SPECIAL EDUCATION**

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Thursday, May 2, 2024 via the e-bidding platform DemandStar.**

**NOTE: M-DCPS is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via DemandStar.**

For submittal requirements or instructions, please refer to Section 6 of this ITN.

**The bid opening will take place virtually at 2:00pm via zoom.**

Thursday, May 2, 2024 EST 2:00pm via Zoom  
Meeting ID: 963 8325 8347  
Passcode: 978824  
One tap mobile  
+16468769923,,96383258347# US (New York)  
+13017158592,,96383258347# US (Germantown)

## Exhibit 17 – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to:  
<https://www.demandstar.com/app/registration>.
2. On the **Get Started! Create your free DemandStar account** page, fill in your **E-mail address** and your **Company Name**.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type **Miami-Dade County Public Schools** and select it, click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent for you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at [support@demandstar.com](mailto:support@demandstar.com) or call (206) 940-0305

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## EXHIBIT 18 - STATEMENT OF INTENT TO PERFORM AS A CERTIFIED SUBCONTRACTOR/SUBCONSULTANT

Solicitation No.: \_\_\_\_\_

Solicitation Title: \_\_\_\_\_

A signed *Statement of Intent to Perform as a Certified Subcontractor/Subconsultant* form must be completed by the owner or authorized principal of each firm certified by the Miami-Dade County Public Schools (M-DCPS) Office of Economic Opportunity, listed in the Proposer's/Bidder's submittal to perform work on the above solicitation as a subcontractor/subconsultant.

| STATEMENT OF INTENT   |              |                   |           |
|---|--------------|-------------------|-----------|
| <p>The undersigned is a vendor certified by the M-DCPS Office of Economic Opportunity:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>_____ (Name of M-DCPS certified firm) agrees to perform work as a subcontractor/subconsultant on the above solicitation as a (check one):</p> <p style="text-align: center;"> <input type="checkbox"/> Individual                      <input type="checkbox"/> Partnership                      <input type="checkbox"/> Corporation         </p> <p>The M-DCPS certified firm named above will enter into a formal agreement with _____ (Name of Bidder/Proposer) to perform work as a subcontractor/subconsultant on the above solicitation conditioned upon the Bidder/Proposer executing a contract with M-DCPS.</p> <p>Firm Designation: _____</p> |              |                   |           |
| DESCRIPTION OF WORK & VALUE   |              |                   |           |
| Please provide the details and value of the work to be performed by the certified subcontractor/subconsultant named above:  |              |                   |           |
| Item No.  | Type of Work | Agreed Upon Price | % of Work |
|   |              | \$                | %         |
|   |              | \$                | %         |
|   |              | \$                | %         |
| <b>TOTAL VALUE OF WORK</b>  |              | \$                | %         |
| M-DCPS CERTIFIED SUBCONTRACTOR/SUBCONSULTANT SIGNATURE  |              |                   |           |
| _____<br>(Signature)<br>M-DCPS Certified Subcontractor/Subconsultant  |              | _____<br>Title    |           |
| _____<br>(Print)<br>Name of M-DCPS Certified Subcontractor/Subconsultant  |              | _____<br>Date     |           |

**EXHIBIT 19 – CERTIFICATION OF COMPLIANCE**  
**6465 – COMMERCIAL ANTI-DISCRIMINATION IN BUSINESS OPERATIONS AND PRACTICES**

Note: Click link to access fillable form: <https://api.dadeschools.net/wmsfiles/61/pdfs/7594.pdf>



**CERTIFICATION OF COMPLIANCE**  
**6465 - COMMERCIAL ANTI-DISCRIMINATION IN BUSINESS OPERATIONS AND PRACTICES**

The School Board shall strive to ensure an equal opportunity for all businesses to participate in all District contracts (contracts) and that District funds are not used to promote, reinforce, or perpetuate discriminatory practices. The Board is committed to fostering an environment in which all businesses are free to participate in business opportunities and to flourish without the impediments of discrimination.

In furtherance of that commitment, any business entity or its representatives, that execute a contract with the Miami-Dade County Public Schools (District), and all Board employees involved in the procurement process must adhere to the totality of School Board Policy 6465 Commercial Anti-Discrimination in Business Operations and Practices, which states in pertinent part, a business entity or its representatives:

- (1) shall not discriminate against businesses based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, in connection with the award and/or performance of contracts or modification of a contract between a vendor or contractor and the Board which contract is paid for, in whole or in part, with Board appropriated funds; and
- (2) shall provide a full and fair opportunity for the participation of small/micro (S/MBE), minority and women-owned business enterprises (M/WBE) in contracts pursuant to Policy 6320 and Policy 6320.02.

This policy is applicable to all contracts, including but not limited to: contracts for the design, development, construction, operation and maintenance of school buildings and other buildings and structures owned, leased or used by the District or its contractors, assignees, lessees and licensees (facilities); contracts for professional services and contracts for the purchase of goods, services, supplies and equipment for the District and facilities.

This Certification of Compliance also requires that the business entity or its authorized representative submit its written policies and/or procedures regarding adherence to federal, state, local laws, ordinances and School Board Rules, regarding non-discriminatory employment or procurement procedures. The written policies and/or procedures along with this form must be submitted at the time the business entity registers to be a vendor with the District, responds to any solicitation published by the District, and/or at the time the business entity enters into any type of agreement with Miami-Dade County Public Schools. For further guidance as to what is encompassed within a non-discriminatory employment procedure please visit <http://www.eeoc.gov/laws/guidance/index.cfm> and <http://crc.dadeschools.net/>

In adherence with the U.S Equal Employment Opportunity Commission (EEOC), if a business entity has 15 or more employees who worked for the business for at least twenty calendar weeks (in this year or last), that business entity must also comply with the EEOC non-discriminatory practices and procedures. Board Policy 6465 is not an exemption to the requirements established by the EEOC.

Also, while a business entity may not be covered under the EEOC, the business entity is still subject to all the requirements of School Board Policy 6465.

**CERTIFICATION:**

Please read, check, and initial the following:

- I hereby declare that I have read and understand the foregoing and that I agree that the business entity listed below is in compliance and will remain in compliance with the requirements set forth herein. \_\_\_\_
- I hereby declare that the business entity listed below and its employees will cooperate and participate in any investigation initiated by the School Board of Miami-Dade County, Florida, Office of Civil Right Compliance in adherence with School Board Policy 6465. \_\_\_\_
- I hereby declare that I have read and understand that a business entity who fails to cooperate with the investigation will be subject to sanctions including, but not limited to, suspension, cancellation of the contract and/or debarment from future contracting opportunities with the District pursuant to School Board Policy 6320.04. \_\_\_\_
- I have attached a copy of the most current version of the business entity listed below non-discriminatory employment or procurement procedures. \_\_\_\_

**Name of Business/Firm:** \_\_\_\_\_

**Authorized Representative Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

STATE OF FLORIDA )

) ss:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)



**EXHIBIT 20**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

\_\_\_\_\_(name of vendor) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: