

TABLE OF CONTENTS

Section 1 - Instructions to Proposers.....	3
Section 2 – RFP Timetable.....	11
Section 3 – Special Conditions.....	12
Section 4 – Scope of Services.....	14
Section 5 – Minimum Qualification Requirements.....	16
Section 6 – Submission Requirements.....	17
Section 7 – Evaluation/Selection Process.....	19
Section 8 – Proposal Pricing.....	22
Section 9 – Insurance Requirements.....	23
Section 10 – Forms and Exhibits.....	25
Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP 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	Vendor 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
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)

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 RFP 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 REQUEST FOR PROPOSALS

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

Posting the Bond

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

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

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

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

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

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

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who

shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the 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, 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. 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
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: mdcpvendorsstatements@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/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. 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 Request for Proposals (RFP). No action on the part of the respondent to a RFP will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

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, pr@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 County, Florida, 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.

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 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 RFP 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 RFP 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 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.

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).

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.

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.

XXXVI. LICENSES, CERTIFICATIONS AND REGISTRATIONS:

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 responsibilities under this RFP.

XXXVII. EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. 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.

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. 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.

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.

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.

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 RFP 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 request for proposal.
- 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 RFP, as amended thereto.
- h) "Solicitation" means this Request For Proposals (RFP) 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 – RFP TIMETABLE

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

Goal Setting Committee	Tuesday, May 23, 2023
RFP available for distribution:	Tuesday, August 1, 2023
Pre-Proposal Conference date, time and place:	Thursday, August 17, 2023 at 10:00 a.m. Via Zoom at: Meeting ID: 976 6074 6925 Passcode: 290193 One tap mobile +13052241968,,97660746925# US +13017158592,,97660746925# US (Washington DC)
Deadline for receipt of questions:	Thursday, August 17, 2023 at 5 p.m. EST Emailed to vflores@dadeschools.net
Deadline for receipt of proposals:	Thursday, August 31, 2023 EST No later than 1 p.m. (local time)
Virtual Opening of Proposals:	Thursday, August 31, 2023 EST 2:00pm
Virtual Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) (See instructions on Exhibit 16)
Selection Committee Meetings:	To Be Determined and Published via Miami-Dade County Public Schools' District Advisory Committee Meeting Calendar @ http://meetings.dadeschools.net/list.asp
Projected Board Approval of Contract:	November 2023
Projected contract start date:	November 2023

PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this RFP 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.

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

SECTION 3 – SPECIAL CONDITIONS

3.1 INVITATION

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

3.2 TERMS OF CONTRACT AGREEMENT

The initial term of the contract shall be for a period of three (3) years with two (2) one (1) year options 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 RFP, in accordance with **Section 2**, no later than the deadline for receipt of questions specified in the RFP Timetable (See **Section 2**). The request must contain the RFP 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 RFP 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 RFP or in any written amendments to this RFP. Where there appears to be a conflict between the RFP 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 RFP 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 RFP. 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 RFP 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 Request for Proposal (RFP) 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 476 schools, 331,500 students and over 34,400 employees. 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.

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 REQUEST FOR PROPOSALS

The School Board of Miami-Dade County, Florida, (the “Board”) is seeking to retain attorneys/law firms whose attorneys are licensed to practice in the State of Florida, unless not required to render the requested legal services, to provide assistance from time to time to the Board in Workers’ Compensation.

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

SECTION 4.3 – REQUIRED SERVICES

M-DCPS will be utilizing a Litigation Management Program for legal bill review and data analytics, supplementing M-DCPS’ continued litigation management efforts. Law firm participation will be required and there will be a 2% processing fee assessed against the law firm’s net legal fees in support of the program.

The following benefits are provided to law firms as part of their participation:

- Online access to all budgets and invoices, including associated status;
- Streamlined invoice adjust/appeal process that fosters collaboration between attorneys, adjusters and bill reviewers;
- Improved cash flow through timely processing of invoices and payments

The specific areas of the law for which the Board seeks assistance is Workers’ Compensation. Counsel will represent the School Board, in defense of workers’ compensation cases which become litigated, pursuant to the provision of Chapter 440, Florida Statutes. Legal services may be compensated at either hourly rates or an alternate fee arrangement (for example flat fee, blended rates etc). The proposal should indicate hourly rates for all professional staff. Legal services will be compensated at an hourly rate of \$150 for partners and \$90 for paralegals. The proposal may also include proposed alternate fee arrangements that may provide additional cost savings to the District.

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 legal services for workers compensation industry.

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. The provider’s/agency’s experience in legal services for workers’ compensation;
3. Names of individuals assigned to perform the services for the agency under this proposal, including their titles, copies of their curriculum vitae/resume, and applicable state licensures, as set forth in Section 20 of Exhibit 15 (Agreement for Contracted Legal Services).
4. Location of the provider’s office, and if an agency, provide the number of partners, managers, supervisors, and other professional staff.
5. Provide a brief description of the plan for provision of workers’ compensation legal services.
6. 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. This information must be documented on Exhibit 1 (Cover Page), along with submittal of the required incorporation/organization documentation.		
c. Be regularly engaged in the business of providing the services described in this RFP for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. 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.		
d. Attorney must be eligible to practice law in the State of Florida. This must be documented by submitting proof from the Florida Bar.		
e. Certificate of Insurance pursuant to Section 9.		
f. Submission of all documentation/information stated in this RFP, including, without limitation the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this RFP, as well as the required forms and exhibits, as stated in Section 10 of this RFP.		
g. 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 RFP due date.		
h. 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 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.		

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. All proposals must be submitted electronically via DemandStar.**

Proposals must be received by the deadline for receipt of proposals specified in this RFP 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 RFP.

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 RFP 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 **Section 4 and 7** of this RFP. 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 RFP 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 RFP, 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 RFP.
- 8) Price Proposal
Provide pricing on the Proposal Pricing Form, refer to Section 8
- 9) Certified Firms 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, Exhibit 19, 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 RFP.

SECTION 7 - EVALUATION/SELECTION PROCESS

SECTION 7.1 - COMPETITIVE RFP PROCESS

- (a) The selection process under this RFP 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.
- (b) Also see Section 3 of this document for additional information and provisions applicable to this competitive RFP process.

SECTION 7.2 - EVALUATION CRITERIA

The Selection Committee (hereinafter referred to as "Committee") will evaluate and rank 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 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 RFP. 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:

CRITERIA FOR EVALUATION	AVAILABLE POINTS
Proposed Approach and Methodology	40
Experience and Qualifications (including corporate past performance and Key Personnel)	60
Certified Firm Participation	OPEN
TOTAL POINTS	100

SECTION 7.3 - PROPOSER EVALUATION CRITERIA BREAKDOWN

a) Proposed Approach and Methodology - Possible Points: 40

- Proposer's overall detailed approach and methodology to perform the services solicited herein. Understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with District staff, and Proposer's intent to positively and innovatively work with the District in providing the services outlined in this RFP. **Possible Points: 40**

b) Experience and Qualifications - Possible Points: 60

- 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: 20**
- 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: 20**
- Qualifications and experience of all proposed key personnel. **Possible Points: 20**

SECTION 7.4 - ORAL PRESENTATIONS, IF REQUIRED

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

(b) Oral presentations, if required, 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.

SECTION 7.5 - NEGOTIATIONS WITH RESPONSIBLE 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;
- (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.

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 Request for Proposals.
- (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.

SECTION 7.6 - AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (RFP 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 RFP 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 RFP 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 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 RFP due date.

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 costs associated with the services being solicited in this RFP.

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

The Proposer shall offer all elements of this RFP 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 following chart reflects the maximum approved rates. The School Board shall not render payment for any rates which exceed the following:

Description	Unit of Measure	Unit Price
Legal services for workers' compensation as described throughout this solicitation – Partner rate.	Per Hour	\$150.00
Legal services for workers' compensation as described throughout this solicitation – Paralegal rate.	Per Hour	\$90.00

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:

Proposer shall provide evidence of the required coverage within thirty (30) days of the date of request by the Office of Risk and Benefits Management but, in any respect, the policy shall reflect coverage at least thirty (30) days prior to the commencement of the term of this agreement.

Proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

Professional Liability

The Professional Liability (i.e., malpractice) Insurance provided by the individual/firm shall conform to the following requirements:

A. The individual firm's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.

B. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until three (3) years after this agreement.

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

Workers' Compensation Insurance

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

Commercial General Insurance

Commercial General Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

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. In the event of a conflict between the insurance requirements listed in Section 9 and the insurance requirements listed in the Contract (Exhibit 15), insurance requirements listed in Section 9 shall govern.

SECTION 10 – FORMS AND EXHIBITS

- Exhibit 1 Cover Page for Proposal
- Exhibit 2 Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP 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
- 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 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: _____		
TELEPHONE: _____	FAX: _____	E-MAIL ADDRESS: _____
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 (RFP PROCESS)

Firm/Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____
 This RFP No.: _____

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

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

Please include a signed copy of each addendum.

Addendum #1, Dated _____,	20__
Addendum #2, Dated _____,	20__
Addendum #3, Dated _____,	20__
Addendum #4, Dated _____,	20__
Addendum #5, Dated _____,	20__
Addendum #6, Dated _____,	20__
Addendum #7, Dated _____,	20__
Addendum #8, Dated _____,	20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

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: <i>(Include City State & Zip Code)</i>	_____
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:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
PHONE:	() FAX: ()
E-MAIL ADDRESS:	_____
ATTESTATION - I understand that: <ul style="list-style-type: none"> • In accordance with School Board Policy <u>6320.05</u>, local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> 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 <u>6320</u>, 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 <u>6320.04</u>. 	

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.

RFP 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.

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 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. 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: _____ •		
Name: _____ •		

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
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. This information must be documented on Exhibit 1 (Cover Page), along with submittal of the required incorporation/organization documentation.		
c. Be regularly engaged in the business of providing the services described in this RFP for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. 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.		
d. Attorney must be eligible to practice law in the State of Florida. This must be documented by submitting proof from the Florida Bar.		
e. Certificate of Insurance pursuant to Section 9.		
f. Submission of all documentation/information stated in this RFP, including, without limitation the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this RFP, as well as the required forms and exhibits, as stated in Section 10 of this RFP.		
g. 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 RFP due date.		
h. 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 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.		

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*

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](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.

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.

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: _____

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 voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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: _____

√	Reasons for "NO Bid":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the Request for Proposals.
	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: _____

EXHIBIT 15 – PROPOSED CONTRACT AGREEMENT DRAFT



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AGREEMENT FOR CONTRACTED LEGAL SERVICES

THIS AGREEMENT, by and between The School Board of Miami-Dade County, Florida (hereinafter referred to as "School Board"), a Political Subdivision of the State of Florida, and **OUTSIDE COUNSEL LEGAL NAME** whose principal address is **ADDRESS** (hereinafter referred to as "Legal Counsel"), is as follows:

1. SCOPE OF WORK

Legal Counsel shall, in a satisfactory and proper manner as determined by the School Board, perform the following:

Nature of Contracted Services: Pursuant to the approval of Agenda Item XXX at the School Board meeting of XXX, Legal Counsel will provide legal representation to The School Board of Miami-Dade County, Florida in matters regarding Workers' Compensation. This contract nullifies and supersedes all existing contracts between the School Board and Legal Counsel.

Location of Contracted Service: ADDRESS

Date(s)/Hours of Service: Various dates and hours throughout the Agreement

2. TERM OF AGREEMENT

Legal Counsel shall commence performance of the agreement on the 1 day of July, 2023, and shall complete performance to the satisfaction of the School Board no later than the 30 day of June, 2026. The School Board reserves the right to terminate this agreement without cause by giving thirty (30) days written notice to Legal Counsel.

3. COMPENSATION/REIMBURSEMENT OF EXPENSES

The School Board shall, upon completion of services by Legal Counsel, compensate Legal Counsel as indicated below, which shall constitute the amount due under this contract. Legal Counsel agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred and is in accordance with the Guidelines for Outside Counsel (hereinafter "Guidelines") attached hereto and incorporated herein by reference as Attachment "A". Legal Counsel shall be reimbursed for such approved expenditures as provided by Florida Statutes § 112.061 and School Board Policy 6550. Procurement Authority to enter into this Contract shall be Board Item XXX approved at the School Board Meeting XXX.

4. PAYMENTS AND PAYMENT SCHEDULE

Upon review and approval of submitted invoices, and pursuant to Request for Proposal No. 17-021-CH, payment will be generated by the School Board's Accounts Payable Department within 60 days after receipt of the invoices at the rates listed below:

\$ 150 per hour for attorneys
\$ 90 per hour for paralegals

Compensation for time will be paid only for time actually spent working on School Board legal matters and pursuant to the Guidelines incorporated herein and attached hereto as 'Attachment A'. Under no circumstances will Legal Counsel be compensated for off-duty hours while traveling. Invoices should be submitted in the form and manner as described by the Guidelines or as may be directed by the General Counsel.

5. INSURANCE REQUIREMENTS

Legal Counsel shall provide evidence of the required coverage within thirty (30) days of the date of request by the Office of Risk and Benefits Management but, in any respect, the policy shall reflect coverage at least thirty (30) days prior to the commencement of the term of this agreement.

Legal Counsel shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

Professional Liability

The Professional Liability (i.e., malpractice) Insurance provided by the individual/firm shall conform to the following requirements:

- A. The individual firm's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
- B. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until three (3) years after this agreement.
- C. The minimum limits to be maintained by the individual/firm (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.

Workers' Compensation Insurance

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

Commercial General Insurance

Commercial General Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

6. REGULATIONS & ORDINANCES

Legal Counsel shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments for performance of any work under this agreement.

7. 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.

8. MERGER AND MODIFICATION

This contract constitutes the entire contract between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended in any manner except by written agreement signed by both parties.

9. INDEMNIFICATION

To the fullest extent permitted by law, Legal Counsel shall indemnify and hold harmless the Board and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs arising out of, resulting from or incidental to Legal Counsel's negligence, recklessness, or intentional wrongful conduct of Legal Counsel or other persons employed or utilized by Legal Counsel 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 Legal Counsel. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require Legal Counsel 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 Legal Counsel shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

10. DUTY TO DEFEND

Legal Counsel 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 Legal Counsel's negligence.

11. HOLD HARMLESS

Legal Counsel will hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of Legal Counsel, whether or not caused in part by the negligence or other culpability of the indemnitee. The following are deemed indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

12. TERMINATION, SUSPENSION AND REASSIGNMENT OF CASES

The General Counsel, acting on behalf of the School Board, may terminate this agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Legal Counsel. 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 will only be required to pay to Legal Counsel approved amounts of the agreement actually performed to the date of termination.

The General Counsel reserves the right to reassign cases at any time by giving written notice to Legal Counsel.

13. DEFAULT

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

- A. Suspend activities under the agreement, upon 15 days advance written notice by the General Counsel or the School Board and withhold further payments, except for those necessary and proper costs which Legal Counsel cannot reasonably avoid during the period of suspension.
- B. Terminate the agreement for cause, in whole or in part, upon thirty (30) days advance written notice from the General Counsel or the School Board.
- C. Terminate the agreement for cause, in whole or in part, immediately effective upon notice, whenever the General Counsel or the School Board determines that Legal Counsel 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.
- E. The Default provisions contained herein shall in no way limit the General Counsel's authority, on behalf of the School Board to terminate this agreement without cause.

14. ACCESS TO RECORDS & RECORDS RETENTION

Legal Counsel understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Legal Counsel shall keep and maintain public records required by the School Board to perform the service. The Legal Counsel shall keep records to show its compliance with program requirements. Legal Counsel 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 Legal Counsel 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. Legal Counsel 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 Legal Counsel does not transfer the records to the public agency. The Legal Counsel 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 Legal Counsel or keep and maintain public records required by the School Board to perform the service. If the Legal Counsel transfers all public records to the School Board upon completion of the contract, the Legal Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Legal Counsel keeps and maintains public records upon completion of the contract, the Legal Counsel 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 LEGAL COUNSEL 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, and 1450 NE 2 Avenue, Miami, Florida 33132.

15. INTELLECTUAL PROPERTY RIGHTS

Unless federally funded, an invention which is made during the period of this Contract is the sole property of the School Board. Legal Counsel 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 contract, including its use by the District. If Legal Counsel uses any designed, 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.

16. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32, §1012.467 and §1012.468, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Legal Counsel, its employees, including but not limited to subcontractors who provide or may provide services under this Contract agree to 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 at Legal Counsel's expense upon obtaining clearance by School Board. The School Board will issue a photo identification badge, which will be worn by the individual at all times while on School Board property when students are present.

17. COMPLIANCE WITH SCHOOL CODE

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

18. CONFLICT OF INTEREST

A. Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, 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 (2) two years after the School Board employees' service terminates. This provision is pursuant to School Board Policy 1129, 3129 and 4129 and Florida Statutes §112.313(9).

Pursuant to School Board Policy 6460, which may be accessed at <http://www2.dadeschools.net/SchoolBoard/rules>, all bidders, proposers, consultants and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor who, **within the last two years**, have been or are employees of the School Board. Such disclosures 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 POSITION	LIST OF POSITIONS	DATES EMPLOYEE HELD
_____	_____	_____

B. If the legal services to be performed by an attorney pursuant to this agreement involve representation of the School Board in a contested matter, Legal Counsel shall conduct a conflicts analysis on its clients and disclose any actual or potential conflicts to the General Counsel and, if required, request a waiver by General Counsel.

19. COMPLIANCE WITH BOARD POLICIES

Legal Counsel certifies agreement with The School Board of Miami-Dade County, Florida Business Code of Ethics, and agrees to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Policies 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).

20. KEY PERSONNEL

The Key Personnel providing services under this agreement are those set in Attachment B attached hereto. The rates are set forth under section 4 of this agreement. Any replacement of Key Personnel is subject to approval of the General Counsel. Credentials of the replacement personnel are subject to the approval of the General Counsel. Legal Counsel shall submit resumes of replacement personnel to the General Counsel for review, and the General Counsel reserves the right to interview replacement personnel prior to approval. In the event Legal Counsel fails to provide an acceptable replacement, it shall constitute a breach of this agreement. Legal Counsel shall be responsible for briefing of replacement personnel as to the status of the School Board's case(s) at no expense to the School Board. If an attorney should leave the current firm, the General Counsel, at his or her option, may allow the case(s) to remain with the current firm or re-qualify the new firm where the attorney is transferring subject to approval by General Counsel.

21. LEGAL REQUIREMENTS

It shall be the responsibility of Legal Counsel to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by Legal Counsel will in no way be a cause for relief from responsibility.

22. CONFIDENTIAL INFORMATION AND RECORDS

Legal Counsel understands and agrees that it is subject to all federal and state laws and School Board policies relating to the confidentiality of student information. Legal Counsel further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. Legal Counsel shall regard all student information as confidential and will not disclose the student information to any third party except as provided by law.

23. GUIDELINES FOR OUTSIDE COUNSEL

Legal Counsel acknowledges receipt of and agrees to abide by the Guidelines, which are attached hereto and incorporated herein by reference (Attachment "A") as they may be amended or updated from time to time.

24. INDEPENDENT CONTRACTOR

Legal Counsel agrees and acknowledges that during the existence of this agreement, it acts in the capacity of an independent contractor and that Legal Counsel is not an employee of the School Board. Legal Counsel will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this agreement. Legal Counsel agrees and acknowledges that during the existence of this agreement Legal Counsel shall be entirely responsible for the liability and payment for Legal Counsel or Legal Counsel's employees or assistants, of all taxes of whatever kind, arising out of the performances in this agreement. Other than the payments described in this agreement, Legal Counsel agrees and acknowledges that Legal Counsel or Legal Counsel's employees or assistants shall not be entitled to any state benefit on account of the services provided hereunder.

25. ASSIGNMENT

Legal Counsel may not assign this agreement, or assign or delegate any right or duty under this agreement, without prior written approval from the General Counsel.

26. REPORTS

Legal Counsel acknowledges that documents generated in the course of representation of a governmental body may be subject to Florida Public Records Law, Chapter 119, Florida Statutes. Legal Counsel will exercise professional judgment and care not to generate documents which are subject to public information requests that are intended to be confidential or confidential attorney-client communications. This is particularly important in the presentation of invoices where incidental notation may tend to reveal litigation strategies or confidential information. This subsection shall not be interpreted to limit Legal Counsel's duty to provide full disclosure to the School Board and the General Counsel as necessary in Legal Counsel's judgment to represent the School Board with due professional care or as required by applicable law or disciplinary rules.

27. AUDIT

The School Board or its authorized representative shall have the right of full access and right to audit upon reasonable notice and during regular business hours, any of Legal Counsel's records supporting the billing to the School Board; and the right to recover any excess billings as a result of that audit. Any audit shall be at the expense of the School Board. Excess billings include, but are not necessarily limited to, costs not specified in this agreement or any hours or parts thereof billed for which Legal Counsel has no supporting records, time sheets, appointment calendars or any other records used for billing purposes. Any adjustment or payments which must be made as a result of such audit shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the audit findings to Legal Counsel.

28. SEVERABILITY/INTERPRETATION

The fact that a particular provision in this agreement is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions, and the other provisions of the agreement will remain in full force and effect and will continue to be binding on both parties. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the agreement.

29. GOVERNING LAW AND VENUE

This agreement shall be construed in accordance with the laws of the State of Florida, without regard to its choice of law rules. Any dispute with respect to this agreement is subject to the laws of Florida. The proper venue for any action will be Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

30. PREPAYMENT

The School Board will not make any advance payments before performance by Legal Counsel under this contract.

31. 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.

Legal Counsel's Address. The address for Legal Counsel for all purposes under this agreement and for all notice hereunder shall be:

OUTSIDE COUNSEL NOTICE INFORMATION

School Board's Address. The address for the General Counsel and the School Board for all purposes under this agreement and for all notice hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, General Counsel
1450 Northeast 2nd Avenue, Suite 430
Miami, Florida 33132

32. PAYMENT OF TAXES BY STATE

The School Board is not responsible for and will not pay local, state, or federal taxes.

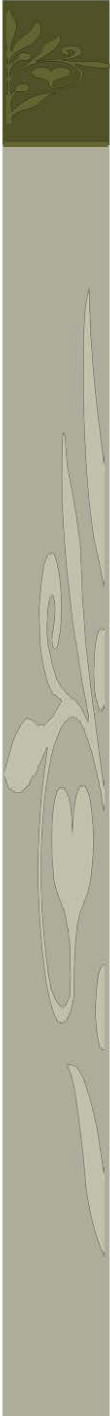
33. TAXPAYER ID

Legal Counsel's federal employer ID number is: **OUTSIDE COUNSEL FEIN**

<p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY: (as to the School Board)</p> <p>_____ Associate General Counsel - Signature/Date</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <p>_____ (Name Typed)</p>
<p>SUBMITTED BY:</p> <p>_____ General Counsel – Signature</p> <p>_____ Practice Area Attorney – Signature</p> <p>Approved as to Risk Management:</p> <p>_____ Risk Management – Signature</p> <p>Approved as to Procurement Management:</p> <p>_____ Chief Procurement Director– Signature</p>	<p><u>OUTSIDE COUNSEL LEGAL NAME</u></p> <p>BY: _____</p> <p>_____ (print name) (date)</p> <p>Address: ADDRESS</p> <p>F.E.I.N. (If Legal Counsel) FEIN</p> <p>School Board Employee: <u>Yes</u> <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

ATTACHMENT A
GUIDELINES FOR OUTSIDE COUNSEL

DRAFT



GUIDELINES for OUTSIDE COUNSEL



SCHOOL BOARD OFFICE OF THE GENERAL COUNSEL

The School Board of Miami-Dade County
1450 NE 2nd Ave.
Suite 430
Miami, FL 33132
305-995-1304 (office)
305-995-1412 (fax)

JANUARY 2023

Revised 1/30/2023

Table of Contents

- I. Introduction 3
 - 1.1. Philosophy 3
 - 1.2. Client 4
 - 1.3. Conflict of Interest 4
 - 1.4. Public Records Law 4
 - 1.5. Third Party Administrator 4
- II. Assignment of Cases/Matters 4
 - 2.1. Budget Package 5
 - 2.2. Staffing 6
 - 2.3. Status Reports 7
- III. Litigation 7
 - 3.1. Initiation of Claims/Lawsuits 8
 - 3.2. Motion Practice and Discovery 8
 - 3.3. Depositions 8
 - 3.4. Experts/Consultants 8
 - 3.5. Settlement 8
 - 3.6. Settlement Authority 9
 - 3.7. Attorney-Client Sessions 9
 - 3.8. Mediation 9
- IV. Records and Communications 10
 - 4.1. Records 10
 - 4.2. Communication(s) with the Media 10
 - 4.3. Communication(s) with Board Members 10
- V. Billing 10
 - 5.1. Fees 11
 - 5.2. Costs 11

**GUIDELINES FOR OUTSIDE COUNSEL
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA¹**

These Guidelines set forth the procedures that are to be followed by the law firms, attorneys, and consultants ("Outside Counsel") retained by The School Board of Miami-Dade County, Florida ("School Board" or "District") through the Office of the General Counsel. These Guidelines address the representation of the District, and District personnel when appropriate, by Outside Counsel from the assignment of a matter through its completion, including its billing process.

I.

INTRODUCTION

The Office of the General Counsel, through the General Counsel, is responsible for overseeing the legal affairs of the School Board. The Office of the General Counsel employs highly skilled in-house lawyers ("Associate General Counsel(s)") who are committed to the success of the District's mission, to uphold high standards of professional and ethical conduct, and to provide timely, responsive, and cost-effective legal services. The Office of the General Counsel retains Outside Counsel to provide the District with the requested legal services that are necessary to facilitate the District's goal of providing a comprehensive and well-rounded education for the students of Miami-Dade County. Outside Counsel representing the School Board is expected to maintain the highest ethical standards at all times.

These Guidelines are an addendum to and shall be incorporated by reference into the written contract between Outside Counsel and the School Board and govern the terms of the engagement on all matters handled by Outside Counsel for the District and its employees. Outside Counsel retained by the School Board should ensure that a copy of these Guidelines is provided to all attorneys, paralegals, administrative, clerical, or other assistants assigned to a particular matter before any work is performed on behalf of the District.

1.1 Philosophy

The School Board, while maintaining strong advocacy positions, seeks to facilitate the cost-effective resolution of legal issues whenever possible. The Office of the General Counsel expects Outside Counsel to aggressively defend cases in which there is no liability, and to work toward the early settlement of cases where there is liability and exposure.

¹The Guidelines are to all legal representation of The School Board, and are subject to revision by the General Counsel

1.2 Client

The School Board is the client to be represented. However, consistent with School Board policies, there are occasions when individual Board Members or District employees may require individual representation provided by the School Board. These Guidelines shall apply to Outside Counsel representing these individuals as well.

1.3 Conflict of Interest

All potential conflicts of interest must be cleared with the General Counsel in writing at the outset of the assignment of the matter or as soon as they become apparent.

1.4 Public Records Law

As a political subdivision, the School Board is subject to Florida's Public Records Law contained in Florida Statutes Chapter 119. Accordingly, Outside Counsel must be familiar with these laws.

1.5 Third Party Administrator

The School Board contracts with a Third Party Administrator ("TPA") to administer its third party claims and its workers' compensation claims. Adjusters from the TPA ("District Adjuster") work closely with the Office of the General Counsel as it relates to third party liability claims, and with the District's Risk Management/Workers' Compensation office as it relates to workers' compensation claims.

II.

ASSIGNMENT OF CASES/MATTERS

All matters will be assigned to Outside Counsel in writing, and Outside Counsel must confirm receipt of all new matters in writing. Except by prior arrangement with respect to certain routine litigation matters, only the General Counsel's Office is authorized to engage Outside Counsel. If Outside Counsel is asked to perform legal services by any person outside of the General Counsel's Office, Outside Counsel should contact the Office of the General Counsel before proceeding, and advise the person that it is doing so. Lawsuits assigned to Outside Counsel by the Office of the General Counsel will be transmitted through a lawsuit memorandum. All matters as signed to Outside Counsel will be overseen by an Associate General Counsel, or a District Adjuster if it pertains to a workers' compensation matter.

2.1 Budget Package

When Outside Counsel begins work on a legal matter, it must prepare a Budget Package consisting of a Case Plan or Initial Status Report (the "Case Plan/Initial Status Report"), and a Budget. The Case Plan/Initial Status Report explains how Outside Counsel anticipates accomplishing the work for which it has been retained, and summarizes the strategy for achieving a satisfactory resolution of the matter. The Budget controls the costs and payment of the services outlined in the Case Plan/Initial Status Report, and shows a phase-by-phase breakdown of the anticipated costs of the legal representation. The Budget must be approved by the Office of the General Counsel before significant work is performed on a matter.

2.1.1 Case Plan/Initial Status Report

Proper planning, coordination, and cooperation are essential for the proper management of the School Board's legal affairs. A thorough discussion of the appropriate strategy and necessary resources is needed to effectively and efficiently accomplish the School Board's legal objectives. Effective case management requires a cooperative and coordinated team effort among Outside Counsel, the General Counsel (the District's Adjusters if applicable) and the School Board staff/business unit involved in the matter.

Within the first 30 days of the assignment of a legal matter, Outside Counsel should discuss the matter with the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter, and provide the Case Plan/Initial Status Report (Status Report Formats for Litigation and Non-Litigation matters are attached as Exhibits 1 and 2.) For litigation matters, it is essential for Outside Counsel to evaluate whether the case will be targeted for trial or settlement. Although the Case Plan should contain a plan for the possible resolution of the case by way of settlement, it should be based on the assumption that the case will go to trial.

If Outside Counsel is handling a number of cases that are routine and involve similar issues or approaches, it may develop and submit a standardized Case Plan/Initial Status Report applicable for all such cases. When appropriate, it must note in the Case Plan the factors that differ between cases. The decision to submit a standardized Case Plan/Initial Status Report shall be made in conjunction with the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter. When cases are well prepared and well tried, the Office of the General Counsel will not "second guess" Outside Counsel based upon an adverse result.

2.1.2 Budget

Outside Counsel must prepare and submit the Budget before significant time is spent on a matter (within 30 days absent extenuating circumstances). The initial

Budget should be based upon the Case Plan, and should translate the Case Plan into financial expectations. The Budget shall set forth the hourly billing rate of the attorneys and paralegal who will work on the matter, unless a different fee arrangement not based on an hourly rate is agreed upon on a particular matter. Changes to these rates may not be made during the engagement without the approval of the General Counsel. Absent extenuating circumstances, no changes to the rates contained in the budget will be approved by the General Counsel. The Budget should include the estimated costs for consultants and experts retained by outside counsel.

For litigation cases, the budget shall identify the different phases of the representation, and shall provide the estimated cost for each phase. It shall be a detailed and specific itemization of all aspects and categories of the representation.

The General Counsel must be advised promptly when it becomes apparent that the Budget will be exceeded. If the approved Budget is not sufficient to complete a case or matter, Outside Counsel must submit an amended Budget Package before it exceeds the initial Budget. Outside Counsel should not wait until after it has exceeded the approved Budget to submit an amended Budget Package.

Requests for increases to the Budget shall be examined on a case by case basis and will only be approved on a limited basis and for extraordinary circumstances. Written approval from the General Counsel (or District Adjuster if workers' compensation matter) is required for any increase in the approved Budget. Outside Counsel should make sure the amended Budget has been approved before it exceeds the Budget.

2.2. Staffing

Staffing must be discussed with the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter upon its assignment. Outside Counsel should use lawyers and paralegals when cost effective. Associates should not be used for services that can be performed by paralegals, such as routine document reviews. Paralegals should not be assigned tasks that can be performed by secretaries, such as photo copying, typing, filing, etc.; as these tasks do not qualify as billable activity. Where an attorney or paralegal leaves Outside Counsel in the midst of an engagement for the School Board, Outside Counsel will be responsible for the cost of bringing a replacement up to speed.

The School Board typically only pays for one attorney to accomplish a single task. For example, it does not pay for two or more attorneys to attend depositions or court hearings without prior approval. It does not pay for an attorney redoing the work of another attorney, nor for duplicate entries for reviewing and analyzing documentation and/or legal research. Conferences among attorneys in the office are generally not compensable unless the conference is a necessary strategy meeting relating to some significant legal event,

such as an upcoming trial or key deposition. Any work arrangement requiring more than one attorney or staffer must be preapproved.

2.3. Status Reports

The Office of the General Counsel depends on Outside Counsel to keep it advised of the status of all pending matters handled by Outside Counsel. Outside Counsel is required to keep the Associate General Counsel (or District Adjuster if workers' compensations matter) overseeing the assignment advised of all changes and developments in the case that may materially impact the outcome of the matter. It is required to participate in quarterly meetings with the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter to report on the status of the case. In anticipation of these quarterly meetings, Outside Counsel is expected to provide a Status Report to the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case, providing the status of the case and all developments and upcoming activity. The Status Reports should follow the format contained in Exhibits 1 and 2.

For litigation matters, the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter must be informed of all major substantive hearings, depositions, trial dates, settlement offers, and all other information that could significantly affect the outcome of the case. The Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case should also receive copies of all major pleadings, motions and memoranda. However, it is not necessary to send copies of all other routine correspondence and pleadings unless otherwise requested by the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case.

III.

LITIGATION

Upon assignment of the case, it is necessary for defense counsel to obtain information which is critical to the case. For tort cases, Outside Counsel should communicate with the District Adjuster assigned to the case to obtain the claim file. On all matters, Outside Counsel should discuss the case with the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case upon assignment of a new matter. However, while the Office of the General Counsel is available to assist with Outside Counsel's representation of the District, it does not have sufficient staff or resources to assist with all the particulars of the case, such as performing investigations, contacting witnesses, responding to discovery, gathering documents, etc.

3.1 Initiation of Claims/Lawsuits

School Board authorization is required before any lawsuit is initiated on behalf of the District. For pending cases, Outside Counsel must communicate with the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter before a counter-claim, cross-claim, or any other type of claim is filed on behalf of the School Board. In some cases, Board approval may also be required.

3.2 Motion Practice and Discovery

While dispositive motions (motions to dismiss, motions for summary judgment, etc.) should be used to resolve as many issues as possible, protracted motion practice is strongly discouraged. Counsel should provide draft copies of all major and /or dispositive motions to the Associate General Counsel (or District Adjuster if workers' compensation matter) done overseeing the case prior to filing. The costs associated with such motions should be referenced in the Budget.

3.3 Depositions

Prior to the deposition of any School Board employee, Outside Counsel is expected to hold a pre-deposition conference. Only one attorney shall participate in the pre-deposition conference and deposition unless prior approval is obtained from the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case. Except in tort, employment, and workers' compensation cases, all depositions taken by Outside Counsel must be cleared with the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the subject litigation. Depositions should be referenced in the Budget.

3.4 Experts/Consultants

Except in tort, workers' compensation and employment cases, the retention of all experts and consultants must be approved in advance by the Associate General Counsel overseeing the subject litigation. For all consulting agreements greater than \$2000 the Associate General Counsel should request a copy of the consulting agreement prior to approval. In addition, the costs associated with retaining said expert or consultant should be included in Outside Counsel's Budget.

3.5 Settlement

While the District will not retreat from the commitment to zealously defend cases in which liability is lacking, Outside Counsel should never assume that the School Board would have no interest in settling a case. Settlement possibilities of all matters should be identified and considered early in the representation and periodically revisited thereafter. Where possible, cases best resolved by settlement should be settled at an early stage. If Outside Counsel believes that the School Board should initiate settlement discussions, it should communicate this to the Associate General Counsel (or District Adjuster if workers'

Compensation matter) overseeing the case. When Outside Counsel receives a settlement demand, it should communicate the demand, along with Outside Counsel's recommendation, to the Associate General Counsel or District Adjuster overseeing the case.

3.6 Settlement Authority

No offers or agreements to settle can be made without prior authorization from the Associate General Counsel overseeing the case. On workers' compensation matters, Outside Counsel should communicate with the District's Worker's Compensation Office and the District Adjuster overseeing the case. The Worker's Compensation Office, in conjunction with the TPA, will perform all functions in connection with claims, including the offering and acceptance of settlements, receiving of restitution payments and signing of Proofs of Loss on behalf of the School Board. On all other legal matters, Outside Counsel should communicate with the Associate General Counsel overseeing the case.

All non-tort settlement agreements and offers of judgment in excess of \$10,000 require School Board approval. Certain tort claims and offers of judgment may also require School Board approval.

Settlement agreements must be fully negotiated and executed by the opposing party and their attorney in order to be submitted to the School Board for approval.

3.7 Attorney-Client Sessions

Settlement negotiations and requests for authority requiring School Board approval must be presented to the School Board in an attorney-client session in conformance with Florida Statute Section 286.011(8), or in a risk management session pursuant to Florida Statute 768.28. Scheduling an attorney-client session or risk management session requires advanced planning in order to comply with advertising notice provisions. Therefore, the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter should be notified immediately as soon as Outside Counsel believes such a session may be needed.

3.8 Mediation

In advance of any mediation, Outside Counsel is required to provide the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case with its written recommendation regarding settlement. The letter should be accompanied by the most recent Status Report. The evaluation letter should be based on an objective appraisal of the case based upon Outside Counsel's best professional judgment. It is imperative to submit the Status Report and evaluation letter well in advance of mediation in order to afford the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case an opportunity to evaluate and discuss the case with Outside Counsel prior to the mediation.

The Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case will attend the mediation. Under no circumstance should Outside Counsel attend a mediation without previously discussing the case with the Associate General Counsel or District Adjuster overseeing the case.

IV.

RECORDS AND COMMUNICATIONS

Throughout its representation of the District, Outside Counsel will receive communications pertaining to case specific policies, procedures, and strategies of the District.

4.1 Records

Outside Counsel may also be required to obtain records or information pertaining to students or personnel of the District. These records must be obtained and maintained in accordance with the confidentiality and notice requirements of Florida and Federal laws, and School Board Policies.

4.2 Communication(s) with the Media

Outside Counsel is not authorized to respond to media inquiries concerning a School Board matter or case without first obtaining approval from the General Counsel. All media contacts with Outside Counsel must be referred to the General Counsel. If outside counsel anticipates that a matter may require a response to the media, Outside Counsel should immediately contact the Office of the General Counsel.

4.3 Communication(s) with Board Members

To ensure all Board Members receive the same information, Outside Counsel should refrain from communicating with individual Board Members. In the event of an inquiry or request for information from an individual Board Member, please contact the Office of the General Counsel for a response.

V.

BILLING

When a matter is assigned to Outside Counsel, the appropriate partner, associate and/or paralegal assigned to the matter must be designated. Invoices submitted in an improper format will be returned. All costs shall be itemized separately from the legal fees on the invoices.

Outside Counsel is to bill on a 30-day cycle, except for workers' compensation cases that should be billed on a quarterly basis. All worker's compensation, tort and general liability invoices should be submitted to the Third Party Administrator for initial review and processing. All other invoices should be submitted to the Office of the General Counsel. Invoices will be paid in a timely manner provided that the attorney adheres to all of the billing requirements, including having provided a budget. The Office of the General Counsel reserves the right to review all fees and disbursements, and all applicable supporting documentation.

5.1 Fees

Invoices must identify the partner, associate and paralegal performing services by name, their respective billing rates, and the hours spent by each during the relevant billing period. Invoices should also detail the services rendered on a daily basis, identifying the attorney or paralegal performing the work and the time spent. Narrative or block billing is prohibited.

5.2 Costs

The following sections set forth the policies regarding costs incurred in the School Board's representation.

5.2.1 Prohibited Costs

The School Board will not pay for the following costs:

- (1) On-Line Research: Costs for on-line legal research databases such as Westlaw and Lexis-Nexis will not be paid.
- (2) In County Mileage/Travel/Parking/Meals: Reimbursements shall not be made for regular in-county mileage, travel, parking or meals.

5.2.2 Pre-Authorized Fees and Costs

The following must be pre-authorized by the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter:

- (1) Out of County Travel: Outside Counsel should travel on the School Board's behalf only when necessary and when approved in advance by the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter. All reimbursements for pre-approved travel will be made in accordance with Florida Statute 112.061. Additionally, the School Board will not reimburse Outside Counsel for travel or other expenses incurred by family members, friends or other persons not performing services for the School Board.
- (2) Attendance of Numerous Attorneys: No more than one attorney is allowed to attend and bill for attendance at a deposition, hearing, witness interview, other proceeding, etc., unless previously authorized by the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case.
- (3) Attendance of Numerous Attorneys: No more than one attorney is allowed to attend and bill for attendance at a deposition, hearing, witness interview, other proceeding, etc., unless previously authorized by the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the case.
- (4) Retention of Experts/Consultants: The retention of expert witnesses or consultants in non-tort, employment or workers' compensation cases must be pre-authorized by the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter.
- (5) Costs Exceeding \$1,000: Any single cost in excess of \$1,000 must be pre-authorized by the Associate General Counsel (or District Adjuster if workers' compensation matter) overseeing the matter.

5.2.3 Allowable Reimbursements

Reimbursable expenses and costs may include, but are not limited to, postage, long distance telephone charges, photocopying, court filing fees, and witness fees. Photocopy costs should not exceed the rate prescribed by Fla. Stat. § 119.07.

EXHIBIT # 1
LITIGATION STATUS REPORT
(Date of Report)

Case/Matter Name:

Date of Assignment:

Plaintiff(s) Name:

Plaintiff(s) Attorney:

Defendant(s) Name:

Defense Counsel: (Attorney(s), Paralegal(s), and billing rates as per §II of Guidelines for Outside Counsel)

Judge:

Case No.:

Date of Accident:

Claim No. (if applicable):

Mediation Date:

Trial Date:

1. Summary
2. Analysis of Liability
3. Analysis of Damages
4. Legal Action Taken to Date
5. Legal Action Needed to be Taken
6. Any Unusual Legal Issues/Facts
7. Evaluation of Exposure (including verdict ranges/values)
8. Total Amount of Litigation Budget (This does not obviate the requirement for submitting the separate detailed Budget required in §2.1.2 of the Guidelines for Outside Counsel)

EXHIBIT #2

NON-LITIGATION STATUS REPORT

(Date of Report)

Matter Name:

Date of Assignment:

Defense Counsel: (Attorney(s), Paralegal(s), and billing rates as per §II of Guidelines for Outside Counsel)

Adverse Party Name (if applicable):

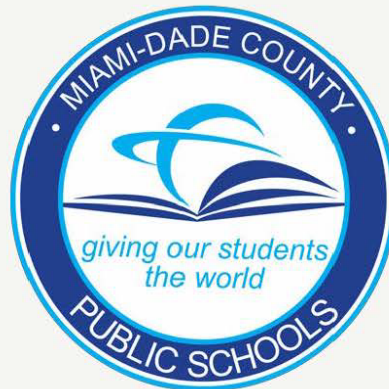
Adverse Counsel Name (if applicable):

1. Summary
2. Analysis of Legal Issues
3. Legal Action Taken to Date
4. Legal Action Needed to be Taken to Date
5. Any Unusual Legal Issues / Facts
6. Potential Exposure (if applicable)
7. Proposed Resolution
8. Total Amount of Litigation Budget (This does not obviate the requirement for submitting the separate detailed Budget required in §2.1.2 of the Guidelines for Outside Counsel)

**THE SCHOOL BOARD
OF
MIAMI-DADE COUNTY, FLORIDA**

Mari Tere Rojas, Chair
Danny Espino, Vice Chair
Roberto J Alonso
Dr. Steve Gallon III
Lucia Baez-Geller
Dr. Dorothy Bendross-Mindingall
Monica Colucci
Mary Blanco
Luisa Santos

Dr. Jose L. Dotres
Superintendent of Schools



WALTER J. HARVEY
General Counsel

OFFICE OF THE GENERAL COUNSEL

1450 NE 2nd Ave.
Miami, FL 33132
Phone: 305-995-1304
Fax: 305-995-1412
<http://www.dadeschools.net>

ATTACHMENT B

KEY PERSONNEL

TO BE COMPLETED AND PROVIDED BY OUTSIDE LEGAL COUNSEL FIRM

DRAFT

EXHIBIT 16 – BID OPENING INSTRUCTIONS

**RFP-22-030-VF
OUTSIDE COUNSEL FOR WORKERS' COMPENSATION**

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, August 31, 2023 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 RFP.

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

Thursday, August 31, 2023 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 or call (206) 940-0305.



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
		\$	%
		\$	%
		\$	%
TOTAL VALUE OF WORK		\$	%
M-DCPS CERTIFIED SUBCONTRACTOR/SUBCONSULTANT SIGNATURE			
_____ (Signature) M-DCPS Certified Subcontractor/Subconsultant		_____ Title	
_____ (Print) Name of M-DCPS Certified Subcontractor/Subconsultant		_____ 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)