



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID**

SEALED BID NO: ITB-15-010-YWP

TITLE: Relocation, Assembly and Installation of Logistics

DESCRIPTION: The purpose of this Invitation To Bid is to establish a term contract, at firm unit prices, for the relocation, assembly, installation and set-up and existing offices, heavy machine shop equipment, commercial kitchen equipment, media centers, classroom furniture and specified fixtures and equipment; the discard of all shipping materials and the disposal of surplus furniture, fixtures and equipment as required.

TERMS: Three Years (Initial Term) with two, one-year Options-to-Renew, at the Board's sole discretion

ITB RELEASE DATE: Friday, September 18, 2015

PRE-BIDDERS CONFERENCE DATE/TIME: Wednesday, September 30, 2015 at 10:00 pm. EST

PRE-BID CONFERENCE LOCATION: Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
1450 Northeast 2nd Avenue, Suite 650
Miami, Florida 33132

DEADLINE FOR QUESTIONS: Wednesday, September 30, 2015 at 5 p.m. EST

BID DUE DATE/TIME: Wednesday, October 14 2015 at 2 p.m. EST

PUBLIC OPENING OF BIDS: Wednesday, October 14, 2015 at 2 p.m. EST

BID OPENING LOCATION: Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
1450 Northeast 2nd Avenue, Suite 650
Miami, Florida 33132

FOR INFORMATION CONTACT: Yasmin Wong-Peraza
Procurement Analyst
Procurement Management Services
Phone: (305) 995-2309
Fax: (305) 523-4992
Email: yperaza@dadeschools.net

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

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SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County Public Schools (“M-DCPS”) is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 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 are committed to provide educational excellence for all.

MISSION

We provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

CORE VALUES

Excellence

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

Integrity

We build positive relationships through honesty, respect and compassion, which enhance the self-esteem, safety, and well-being of our students, families and staff.

Equity

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

Citizenship

We honor the diversity of our community by working as a team to ensure the educational success of all of our students and recognize that our obligations go beyond our professional responsibilities to promote democratic principles.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

MDCPS is seeking bids from qualified firms and/or individuals to purchase, at firm unit prices, for the relocation, assembly, installation and set-up of existing offices, heavy machine shop equipment, commercial kitchen equipment, media centers, classroom furniture and specified fixtures and equipment; the discard of all shipping materials and the disposal of surplus furniture, fixtures and equipment as required.

The selected bidder will be awarded a three (3) year agreement, with two (1) one-year options to renew at the District’s sole discretion.

1.3 ITB TIMETABLE

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

ITB available for distribution:	Friday, September 18, 2015
Deadline for receipt of questions: EST	Wednesday, September 30, 2015 at 5 p.m. No later than 5 p.m. Emailed to Procurement Analyst (See Section 1.4)
Pre-Bid Conference date, Time and place: a.m. EST	Wednesday, September 30, 2015 at 9:00 Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of Bids:	Wednesday, October 14, 2015 at 2 p.m. EST No later than 2 p.m. (local time) (See Section 1.9 for location)
Projected Board Approval of Contract:	November 18, 2015
Projected Contract start date:	November 18, 2015

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Yasmin Wong-Peraza Procurement Analyst
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	yperaza@dadeschools.net
Telephone:	(305) 995-2309
Fax:	(305) 523-4992

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees. **NO verbal contact with District personnel related to this ITB is permitted**, except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

1.5 CONE OF SILENCE

As stated within School Board Rule Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Invitation to Bid (ITB), or other competitive solicitation between:

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

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

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board Rule Policy 6325 apply to this solicitation.

1.6 LOBBYING

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or

attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, 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. 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 any 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://www.dadeschools.net/schoolboard/rules/>

1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Yasmin Wong-Peraza, Procurement Analyst Procurement Management Services, at yperaza@dadeschools.net. Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of two (2) years, with two (2) successive options to renew of one year each, all at the sole discretion of the District. 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.

1.9 BID SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **Two (2) bound copies of the original proposal.**
- **Two (2) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal specified in this ITB Timetable**. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the ITB number, ITB title, and Proposal Due Date to:

**Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Yasmin Wong-Peraza, Procurement Analyst
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 1.3**). Additionally, M-DCPS is closed on holidays observed by the District. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

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

1.10 PRE-BIDDERS CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITB Timetable** (see **Section 1.3**). **Attendance is highly recommended but not mandatory. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

1.11 ADDITIONAL INFORMATION / AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Procurement Analyst for this ITB, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the ITB Timetable (see **Section 1.3**). The request must contain the ITB number and title, Bidder's name, name of Bidder's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Procurement Analyst at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described at **Section 1.5**.

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 Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any written amendments to this ITB. Where there appears to be conflict between the ITB and any amendments, the last amendment issued shall prevail.

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Procurement Analyst prior to submitting a proposal that all amendments

have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 2**).

Bidders who obtain copies of this ITB 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 Bidder List for this particular ITB. Such Bidders are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this ITB.

1.14 SMALL BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBE's and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives, and/or other incentives for SBE/MBE firms responding to this ITB.

The Office of Economic Opportunity must certify all SBE's, prior to contract award. The application may be accessed through the following link:

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

Vendors certified as an SBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other entities or agencies must contact our OEO office for additional information. A current list of certified SBE/MBEs can be found online at www.oeo.dadeschools.net or by contacting the Office of Economic Opportunity at (305) 995-1307.

1.15 LOCAL PREFERENCE

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 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by statute as reflected in Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal

opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy **6320.04**.

PROCESS:

Invitation to Bids:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between local businesses, the tie shall be broken as delineated in Policy **6320**.

Bidders claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of its business license with its response.

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

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION

All proposals received in response to this ITB, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the ITB 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.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered.

1.18 ITB POSTPONEMENT/CANCELLATION

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals or bids; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals received as a result of this ITB.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all Bidders solicited.

1.19 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be

made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Bidders shall certify their ongoing compliance with the School Board Policies. Furthermore, Bidders must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this ITB and these legal requirements, the legal requirements shall prevail.

- (a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see **Section 4.1**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 4) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Bidder. In the event that the Bidder submits information to the

District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.23 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this ITB.

1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website www.dadeschools.net

Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6320. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Formal written protests will be reviewed by Procurement Management Services who will offer the protesting Bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the Bidder may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

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 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

1.25 NOTICE OF AWARDS

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

Awards become official upon the Board's formal approval of the award.

1.26 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

1.27 PUBLIC ENTITY CRIMES

Section 287.133(2) (a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.28 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the proposal that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

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

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 services contracts using federal funds.

Each Offerer and each duly authorized person signing on behalf of any Offerer certifies as to its own entity, under penalty of perjury, that the named Offerer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees who are employed in the State of Florida in accordance with Executive Order 13465

The contractor 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 in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work." The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.29 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 Bidder agrees that, if Bidder receives remuneration for services, Bidder 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, Florida.

Additionally, Bidder 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 Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

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

which shall be worn by the individual at all times while on Board property when students are present.

Bidder 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. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/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. Bidder 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. Bidder 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. Bidder 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 Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

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

1.30 COMPLIANCE WITH SCHOOL CODE

Bidder 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 Bidder 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.

1.31 CONFLICT OF INTEREST

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

The School Board of Miami-Dade County, Florida, shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

1.32 PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests

For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an ITB, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the Bidder would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

1.33 ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

1.34 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause or penalty upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions may apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

1.35 DEBARMENT

Pursuant to Board Policy 6320, 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.

1.36 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal 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.

1.37 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.

1.38 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 Bidder shall comply with all applicable provision 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).

1.39 INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees, members or officers ("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 Bidder's performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Bidder or other persons employed or utilized by Bidder's performance of this Contract. 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 Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

1.40 DUTY TO DEFEND

Bidder 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 Bidder's performance under this Contract.

1.41 INSURANCE REQUIREMENTS

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

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

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

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

B. General/Garage Liability Insurance

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

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

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10.

C. Automobile Liability Insurance

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

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

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

Compliance with these insurance requirements shall not limit the liability of the Company. 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 Company) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance.

1.42 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid 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 the bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names (s) and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.43 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP 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. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

1.44 TESTING AND PRODUCT EVALUATIONS

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded vendor must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: <http://materials.dadeschools.net>.

1.45 CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

1.46 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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

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SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the levels of performance that are desired by the District. Bidders 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.

2.1 GENERAL INFORMATION

The District is seeking bids from qualified firms and/or individuals to purchase, at firm unit prices, for the relocation, assembly, installation and set-up and existing offices, heavy machine shop equipment, commercial kitchen equipment, media centers, classroom furniture and specified fixtures and equipment; the discard of all shipping materials and the disposal of surplus furniture, fixtures and equipment as required, at various Miami-Dade Public Schools Facilities.

2.2 SCOPE OF SERVICES SPECIAL PROVISIONS

The purpose of this bid is to establish a term contract, at firm unit prices, for the relocation, assembly, installation and set-up and existing offices, heavy machine shop equipment, commercial kitchen equipment, media centers, classroom furniture and specified fixtures and equipment; the discard of all shipping materials and the disposal of surplus furniture, fixtures and equipment as required.

The selected bidder will be awarded a three (3) year agreement, with two (1) one-year options to renew at the District's sole discretion.

2.2.1 DEFINITIONS:

ADDITIONAL SERVICES:

A written Award Letter (email form) prepared by the Office of School Facilities Construction - Department of FF&E Operations, approved & executed authorizing the Contractor(s) to perform additional services.

CODES:

The following codes/explanation shall be written/assigned in the M-DCPS Manpower log form FM – 6201 scope of work/description of services in order to define what type of work is being performed:

D = DUMP FEES	A = ADDITIONAL SERVICES
B = BOXES	P = MAJOR PROJECT
E = EMERGENCY	O = OVERTIME
R = ROTATION	H = HARWARE
X = CANCELLATION OF PROJECT	

CREW CHIEF:

The Crew Chief is the Contractor(s) on-site representative responsible for the project and for directing all members of the crew; responsible for recording and verifying FF&E assignments as recorded in the FF&E Inventory Book; verifying FF&E set up for delivered and/or assembled FF&E; responsible for safety of the Project; performing

Quality Control inspections. This person may not be one of the movers/installers.

EMERGENCY SERVICES:

A written (email) notification prepared by the Department of FF&E Operations administrator/Director, approved & executed, authorizing the Contractor(s) to perform emergency relocation services.

FF&E:

Furniture, Fixtures & Equipment

FIELD ORDER:

A change in the assigned project which does not amend or alter the contract sum or time

ASSEMBLY & INSTALLATION OF FURNITURE, FIXTURES AND EQUIPMENT:

Handle, install, assemble, connect, secure, clean and adjust FF&E according to manufacturer's instructions and specifications.

HOURLY RATE:

Is the contractual rate of paid specified in the agreement, and it should include travel time as required.

INSTALLER:

A crew member having primary responsibility for the assembly and installation of FF&E and/or any type of equipment or as well as, partitions panels, modular stations, picnic tables etc., which may also be responsible for assisting the rest of crew member such as movers in the relocation of FF&E.

M-DCPS:

Miami-Dade County Public Schools

MOVER:

A crew member having primary responsibility for the relocation of FF&E; and the packing and relocation of books, records, and supplies from the relocation project.

PURCHASE ORDER:

Document issued by Procurement Management Services.

RELOCATION CREW – THREE (3) CREW MEMBERS:

One (1) crew chief
One (1) installer/assembler
One (1) mover
One (1) 25' truck with tailgate

RELOCATION CREW – FIVE (5) CREW MEMBERS:

One (1) crew chief
Two (2) installers/assemblers
Two (2) movers
One (1) 25' truck with tailgate

RELOCATION CREW – SEVEN (7) CREW MEMBERS:

One (1) crew chief
Three (3) installers/assemblers
Three (3) movers
One (1) 25' truck with tailgate

RELOCATION CREW – NINE (9) CREW MEMBERS:

One (1) crew chief
Four (4) installers/assemblers
Four (4) movers
One (1) 25' truck with tailgate

RELOCATION CREW – ELEVEN (11) CREW MEMBERS:

One (1) crew chief
Five (5) installers/assemblers
Five (5) movers
One (1) 25' truck with tailgate

RELOCATION CREW – THIRTEEN (13) CREW MEMBERS:

One (1) crew chief
Six (6) installers/assemblers
Six (6) movers
One (1) 25' truck with tailgate

RELOCATION PROJECT:

The relocation services required and includes all labor, materials, tools and equipment and services provided or to be provided by the Contractor(s) to fulfill its obligations. It includes additional services, rotation projects and emergency projects.

THE BOARD:

The School Board of Miami-Dade County, Florida or any of its authorized representatives

TRUCK:

A 25 foot vehicle with tailgate to be used in all Relocation Projects

MEDIA CENTERS SELECTIVE DEMOLITION AND INSTALLATION/OR RE-INSTALLATION:

As part of the scope of a construction/renovation project of a Media Center, the Contractor(s) may be required to selectively remove areas/sections and properly dispose portions of the existing library/classroom shelving in order to support the on – going renovation/construction project. As part of the scope of a project, the Contractor(s) may be requested to selectively re-install portions of previously removed library/classroom shelving, as well as the new installation of library/classroom shelving. New hardware must be used at the time of reinstallation.

VENDOR(S):

The lowest responsive, responsible bidder(s) who have been awarded the bid.

2.2.2 Scope of services:

1. RELOCATION, ASSEMBLY AND INSTALLATION OF LOGISTICS:

The Department of FF&E Operations is responsible for all activities pertaining to the supervision, coordination, scheduling and distribution of the installation of the District logistics, relocation and assembly services. These services are provided to the offices of: a) Facilities Construction, b) Maintenance Operations, c) School Operations, d) all District-wide administrative office relocation and e) special requirements. All of the aforementioned services shall be provided in compliance with M-DCPS guidelines. The scope of work of these services is as follows:

A. INSTALLATION SERVICES FOR NEW FF&E INVENTORY:

The following is designed to provide a service that includes receiving, distribution, assembly, installation, set-up/clean up of new FF&E inventory for a newly built facility, the discard/disposal of all shipping materials from the newly installed inventory.

B. RELOCATION SERVICES OF EXISTING FF&E:

The following relocation service includes relocation, disassembly and reassembly of existing FF&E to facilitate relocations including, but not limited to, the relocation of specified facilities such as media centers, administration, classrooms, storage of furniture, fixtures and, equipment, books, records, supplies and the disassembly and reassembly of weight equipment.

C. RELOCATION SERVICES AND REMOVAL OF SURPLUS FF&E:

The relocation service includes removal and relocation of all designated surplus, salvage surplus items and packing materials which the Board advises the Vendor(s) are unwanted, and shall be removed from site prior to the completion of the project and properly disposed of. The FF&E surplus shall be processed utilizing the outgoing property control form by M-DCPS Store and Distribution (S&D or Richards Warehouse) for possible transfer to other facilities or sale.

D. RELOCATION SERVICES AND REMOVAL OF DAMAGED FF&E:

The following service is for the removal of all damaged FF&E that shall be processed and delivered to the S&D (Richard's Warehouse) to be disposed. This unwanted FF&E in no functional condition shall be disposed of at a county dump, excluding any and all computer related equipment.

E. ADDITIONAL RELOCATION SERVICES:

Additional Services include, but are not limited to the following:

1. Selective demolition and reinstallation of existing Media Center library/classroom shelving, books, office equipment and furniture;
2. Installation of new Media Center, library/classroom shelving;
3. Disassembly, transporting and reassembly of portable pools units District – wide to support the Learn to Swim Program;
4. Removal/transportation of heavy machinery from mechanical shops;
5. Assembly of closed campus (outdoor) furniture; (including the anchoring of benches to the concrete slab) picnic tables etc.
6. Removal of disconnected and relocation of existing computers labs and peripheral equipment;
7. Installation and set-up of music risers, including the disassembly and re-installation of existing music risers;
8. Installation and relocation of existing televisions, peripheral equipment (interactive white boards) and any electronic equipment;
9. Relocation of books, records and supplies including the packing of library/classroom books and the reshelving of library books; and
10. Packing and relocation of records and supplies (classroom/office).

2.2.3. GENERAL CONDITIONS, REQUIREMENTS AND INFORMATION:

- A. Assembly, installation and relocation are the primary functions/services for all contractors selected under this bid/contract and the requirements are based on the most up-to-date safety methods under the guidelines of OSHA 300. This requirement may change during the course of this bid.
- B. By signing its bid, the Vendor(s) understands and agrees to comply and perform all work under the guidelines of this contract, including future projects to be issued for services as set forth here within. The Vendor(s) also acknowledges and agrees that The School Board of Miami-Dade County, is under no obligation to place an order for any given amount, subsequent to the award of this bid.
- C. The scope of work of a relocation project (if required) shall be divided in Phases in order to support the renovation and/or construction project. The Board retains the option to reduce or increase the scope of work, as well as to select the most qualified vendor within this contract to perform a specialized task based on the importance and complexity of a specific project.
- D. The Board retains the right to protect the educational process during school operating hours. Vendor (s) performing relocation services are to curtail said educational activities, and must work around these hours. (Section 9) in order to avoid disruption of said educational process.

- E. In the event the Board, through no fault of the Vendor, elects to cancel and or reduce the scope of work on a project, after completion of a phase of a project, but prior to the beginning of the next phase, the Vendor may be entitled to a cancellation fee equaling up to 4 hours at the rate of the crew assigned.
- F. The Vendor(s) shall employ qualified individuals as Crew Chiefs, Installers and Movers. The Crew Chief shall represent the Vendor(s) and communications given to and accepted by the Crew Chief shall be binding upon the Vendor(s).
- G. All Bidder(s)/Vendors must comply with the background screening requirements for the Jessica Lunsford Act (2005) as indicated on page 13, Section 1.29, of the Instructions to Bidders. Vendor must ensure all employees are ID processed.
- H. The Vendor(s) shall provide a company roster in writing prior to the execution of awarded project. The roster list must show the name(s) and working telephone (cellular) number of qualified Crew Chief(s) in Relocation Projects. The names and telephone (cellular number) must be current at all times.
- I. The Crew Chief(s) must be in attendance at all times at the project site during performance of the project. If the Crew Chief fails to provide adequate supervision and guidance in the successful and timely completion of the work assigned, M-DCPS may request that a new Crew Chief be assigned to finish the project.
- J. The Crew Chief(s) is responsible for the preparation and accurate completion of daily project time sheets. Time sheets must be prepared at the beginning of the project and completed at the end of project. At the conclusion of work for the day, the Crew Chief(s) should submit the time sheets to the Department of FF&E Operation's representative for approval and copies to be distributed accordingly.
- K. The Crew Chief(s) shall be able to communicate effectively in English.
- L. The Vendor(s) shall provide the supervision and transportation necessary for the Crew Chief(s) to ensure the assigned physical property (office and classroom furniture, fixtures and equipment, etc.) scheduled for relocation to and from the locations be accomplished as scheduled and designated by M-DCPS.
- M. If job conditions or specified requirements conflict with manufacturers' instruction, vendor must notify the Department of FF&E Operations representative. Do not proceed with the work until all issues are clarified.
- N. Vendor(s) understands and agrees that as part of this bid, the Vendor(s) may be asked to pack books, supplies packing of cartons may be performed at times by M-DCPS personnel; however, records and miscellaneous classroom/office items as deemed necessary.
- O. During the course of the project the Vendor(s) shall be responsible for picking up all the trash, debris and shipping containers (plastics, cartons, wood and/or metal) and removing from site.
- P. The cost of disposing of trash, debris and shipping materials for HOURLY

PROJECTS is to be completed within the hours specified in the project. Maximum of two hours shall be allowed for trips to the dump, unless prior authorization is received from the Department of FF&E Operations and must be documented on a separate time sheet.

- Q. The cost of disposing of trash, debris and shipping materials for ALL projects is to be included in the total cost of the projects and is to be completed within the specified time frames of the project.
- R. Unless otherwise provided in the project documents, the Contractor(s) shall leave the site clean upon completion of the work.
- S. It is the Vendor(s) responsibility's to leave the site work clean. If the Contractor(s) fails to clean up as provided herein, Contractor may be subject to disciplinary action as outlined in Section 1.26 Default of these specifications.

ADDITIONAL GENERAL REQUIREMENTS AND INFORMATION:

- T. Access to any portion of the site for the delivery of any and all material, equipment and supplies by the Contractor(s) shall be permitted in compliance with the requirements of The School Board, as coordinated through the Office of Facilities - Construction Department of FF&E Operations representative.
- U. The Vendor(s) shall afford The School Board and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall coordinate their operation with separate contractors through the Department of FF&E Operations representatives for:
 - 1. Use of staff restrooms.
 - 2. Truck/vehicle parking.
 - a. Relocation project staging and proper storage and protection of equipment and materials.
 - b. Protection of life and property.
- V. All communications impacting the performance and requirements of this bid and subsequent quotes shall be confirmed in writing.
- W. The Vendor(s) shall submit to the Office of Facilities - Construction Department of FF&E Operations representative, at the end of each workday, a daily work report ("Time Sheets") for work completed during the workday.
- X. The Time Sheets shall show the date, full name of each worker by category, (i.e. Crew Chief, Installer, Technicians and Movers) the actual number of hours worked on the project and the character of the work that is being done.
- Y. Student bathrooms are not to be utilized while students occupy school and/or facility and the no-smoke zones shall be adhered to.

2.2.4. BILLING REQUIREMENTS:

- A. Vendor must submit prior to payment all project invoices in duplicate, including the purchase order numbers and time sheets, for review, approval and authorization. The Department of FF&E Operations staff will perform on-line receipt of said project invoices in order to ensure payment processing. Invoices must be submitted to the Department of FF&E Operations, School Administration Building suite # 309 at 1450 NE 2nd Avenue, Miami Florida 33142, within ten (10) working days of completion of the installation and/or relocation a project.
- B. After an invoice has been reviewed, authorized and approved (signature) by the Director of the Department of FF&E Operations, then invoice on-line receipt and processing are performed by the department's staff who will submit all approved/authorized copies of processed invoices to the Division of Accounts Payable for final processing and issuance of payment to vendor(s)
- C. Failure to submit accurate and complete invoices may cause invoice to be rejected. Vendor(s) are required to resubmit corrected invoice, along with proper paperwork, to the Department of FF&E Operations within thirty (30) days of notification. Invoices submitted after purchase order is closed may require a written explanation as to why they are submitted late.
- D. Invoices for a purchase of boxes/tape/labels must be accompanied by a delivery receipt signed by a staff member of the school/facility where the delivery was made. Invoices for reimbursement of expenses not covered by a previously submitted quote or a purchase order must be submitted with a copy of the receipt for costs incurred. (E.g. dump fees, hardware, etc.)
- E. Billing for hourly projects is to be accomplished in accordance with the crew size specified in the cost proposal and the purchase order. In the event that the whole crew is not available and present, then the crew size for billing purposes must be adjusted to conform to the specified line item of the purchase order utilizing the following format; total actual crew hours worked by all crew members divided by the size of the crew assigned in the purchase order. Crew hours shall be adjusted to the nearest whole number.
- F. The Time Sheets shall show the date, full name of each worker by category, (i.e. Crew Chief, Installer, Movers, and Technicians), the actual number of hours worked on the scheduled/assigned project and the character of the work that is being done. Timesheets must be submitted with proper invoice.
- H. Authorized (M – DCPS Director's signature) and processed invoices for payment to Vendor(s) will be made by M-DCPS, Division of Accounts Payable within (30) days of receipt of properly submitted invoices.

2.2.5. TERMINATION AND REMEDY FOR NON-COMPLIANCE:

- A. M-DCPS reserves the right to terminate, without cause, any work awarded under this contract, or to cancel this contract in its entirety, upon thirty (30) days written notice to the vendor.
- B. In the event that the vendor fails to perform the required services in a satisfactory

manner and in compliance with the terms and conditions of this contract, MDCPS shall notify the vendor, in writing, of the deficiencies, and a specific time frame for correction of such deficiencies. If correction is not effected in an acceptable manner within the allocated time, MDCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being borne by the vendor.

- C. Vendor understands and agrees that failure to perform any of the services required under this contract may result in a recommendation for termination.

2.2.6. NOTIFICATION AND ASSIGNMENT OF PROJECTS:

- A. Upon award by the Board, the Vendor(s) shall be considered pre-qualified to participate in Relocation Projects that are identified by M-DPCS on an as needed basis.
- B. The Vendor(s) shall receive a quotation package or notification card from Procurement Management Services whenever a Relocation Project is required. This package will include a bidder qualification form, quote form and scope of work document detailing the requirements of the project. The bidder qualification form, quote form must be returned by the date and time indicated, in a sealed envelope, in order for the quote to be considered. The prices submitted in the quote may be lower prices than awarded, but may not exceed the rates and prices awarded as part of this bid.
- C. The Department of FF&E Operations shall notify the Vendor(s) in writing, via email, whenever additional services projects, or emergency projects or rotation projects are required. Quotes for additional services, emergency projects will be submitted via email to the Department of FF&E Operations with a copy to the Office of Procurement Management.
- D. The quote for additional services projects, emergency projects and/or rotation project must be submitted by the date and time indicated on the quote request form in order for the quote to be considered.
- E. The Vendor(s) will be invited to submit a written LUMP SUM (flat rate) or Hourly Rate project price quote based on the labor rate, time required to complete the project, personnel requirement, etc., including accessory items. The LUMP SUM shall apply to ALL and/or ANY phases of a project as designated by M-DCPS-Department of FF&E Operations. Hourly rate shall ONLY apply to additional services.
- F. Responses to all proposals and quotes submitted by the successful Vendor(s) shall be clear and legible and must be submitted with the prescribed time frames.
- G. Failure to submit quotes clearly and legibly and within the specified time frames may result in the awarded bidder(s) not being recommended for assignment of the project.
- H. Vendor(s) desiring to visit a site for the purpose of familiarizing themselves with the installation, assembly and/or a relocation project must submit the request in writing to the Department of FF&E Operations Representative. Under no

circumstances is the Vendor(s) allowed to visit a site unannounced.

- I. All quotes shall be based on the particular and specific assigned project for the school and/or facility scheduled to be worked on by the selected vendor.
- J. M-DCPS reserves the right to solicit a bid for any scheduled project and assign each project over \$10,000 to the lowest Vendor based on the submitted written price quote or to simply reject all quotes.
- K. For all bidders over \$10,000 projects an electronic notification shall be issued by the Department of Procurement Management to solicit a bid and/or to confirm the awarded hourly labor rates, based on the requirements of personnel, equipment, etc., including accessory items. M-DCPS may assign a purchase order to project Vendor for additional work on a project, as may be deemed necessary and required by M-DCPS at the awarded hourly labor rate.
- L. M-DCPS may reimburse the Vendor(s) for any reasonable and documented expenses over bid price for any action or inaction on the part of M-DCPS based on the quoted hourly labor rates. Any and all additional expenses shall be documented in writing and have written approval by the Director of the Department of FF&E Operations prior to the work being performed in any project.
- M. On any projects where the hourly rate is being applied, the starting time for the project is the time of arrival at the school and/or facility of the whole crew and/or majority of the crew assigned.
- N. Whenever possible, M-DCPS will give a minimum lead time of five (5) business days to the Vendor(s) prior to the desired starting date for any specific assignment. Notification of Emergency projects will be given with the longest possible lead-time however, Vendor shall have the availability of required crews to perform scope of work.
- O. If M-DCPS cancels the scheduled and confirmed project and fails to provide the Vendor(s) with five (5) business day notice, the Vendor (s) may assess M-DCPS a charge equivalent to up to four (4) hours at the hourly rate of the crew size required for the cancelled project.
- P. Access to any portion of a project site for the delivery of any and all material, equipment and supplies by the Contractor(s) shall be permitted in compliance with their requirements of M-DCPS, as coordinated through the Department of FF&E Operations.

2.2.7. PERFORMANCE:

- A. The Vendor(s) shall comply with the requirements and specifications of any project. Failure to comply with the performance terms of the contract will result in the Vendor(s), not being recommended for the assignment of future scheduled projects and may be subject to default proceedings in accordance with Section 4 of these specifications.
- B. Lunch: Crew should take lunch from 12 noon to 1 p.m. The procedure of "NO LUNCHES" is only to be utilized in an emergency case and/or on the solely

discretion of the Department of FF&E Operations representative and the crew is not to be used to release the crew early from the project.

- C. The Vendor(s) shall be evaluated by the Department of FF&E Operations administrator on all types of assigned projects. See Attachment C.
- D. Proper attire must be worn at all times, by all employees of the Vendor(s) while performing a project in schools and/or facilities of M-DCPS. Proper attire will include company shirts. Bermuda shorts are allowed however, all pants and shorts must be worn securely at the waist. Sleeveless shirts and tank tops are not considered proper attire.
- E. It is the responsibility of the Vendor(s) to ensure that all employees, while performing projects at M-DCPS schools and/or facilities wear proper picture I.D. The FF&E Field Coordinator shall verify proper picture I.D. for each employee. Any employee found not wearing proper ID shall not be permitted to work on project site. It shall be the responsibility of the Vendor to replace employee immediately in order to comply with the crew size required for the project. Failure to do so may result in disciplinary action as describe in Section 4 of these specifications.
- F. The Vendor(s) shall enforce strict discipline and good order among its employees. The Vendor(s) shall not employ unfit persons and/or, persons not skilled for the tasks assigned in any scheduled project. M-DCPS reserves the right to request that the Vendor(s) remove any individual violating or not meeting the aforementioned criteria.
- G. Should the Vendor(s) wrongfully cause damage to the Board's property and/or product, the Vendor(s) shall assume full (100%) responsibility and liability for such damage to items and Vendor's insurance must cover full (100%) replacement of damaged items up to M – DCPS satisfaction. In addition, an insurance claim shall be filed immediately by the M-DCPS Department of FF&E Operations with our Risk and Benefits Management against Vendor's insurance.
- H. All assigned projects are to be completed within the specified LUMP SUM in the submitted cost estimate and reflected in the purchase order and/or if the timeline changes, by M-DCPS request, per memo from the Department of FF&E Operations administrator. Failure to complete the project on time is considered Non-Compliance.
- I. Cost incurred by Vendor(s) delays or by improperly timed activities or defective workmanship shall be borne by the Vendor(s). Vendor cannot participate in new projects until any pending defective issues are resolved from a previous project.
- J. Installers hired by vendor (s) to assemble FF&E must be trained technician, knowledgeable with the technical specifications required to be assembled as well as, manufacturer's current recommended methods of installation and assembly. Vendor's technical personnel must be knowledgeable as to how to set FF&E level, properly aligned, assembled, and secured firmly in place.

2.2.8. COMPENSATION - HOURLY RATE:

- A. The hourly rate referred as to the “Basic Rate” quoted by the Vendor(s) shall include full compensation for labor, equipment use, packing materials, tools, travel time (to/from school/facility), and any other cost associated with the project. The hourly rate shall be straight-time for all labor, except as otherwise noted. Projects on a rotation schedule, done exclusively under an Hourly Rate, will be paid at a minimum of no less than four crew hours.
- B. Any additional requirements and/or supplementary requests may be assigned on a time and materials basis as per the quoted hourly labor rates.
- C. The hourly rate (Basic Rate) on each Relocation Project may be lower than the hourly rate awarded, but may not exceed the hourly rate awarded as part of this bid.

2.2.9. DAILY WORKING HOURS – WORK SCHEDULES:

The Board retains the right to protect the educational process during school operating hours in order to avoid disruption of said educational process. All work schedules are established by flexible Shifts from 8:00 am – 4:00 pm (shift I) and 4:00 pm – 11:00 (shift II). These flexible work schedules (Shifts) will be used as required and the Board shall not incur in additional charges or overtime expenses.

2.2.10. OVERTIME:

- A. M-DCPS shall allow overtime payment at a maximum rate ONLY ON SUNDAYS and shall not to exceed one and a half ($1\frac{1}{2}$) times the awarded hourly rate quoted by the Vendor(s) in its Bid.
- B. The overtime allowance shall only be provided in those instances where expressly authorized by the Department of FF&E Operations representative prior to the commencement of the overtime work. Furthermore overtime work shall not be allowed during the normal relocation working hours (7:30 am – 4:00 pm and 4:00 pm – 11:00) of scheduled work day.
- C. No overtime shall be allowed to complete the Relocation Project due to the late arrival of the Vendor(s)’ crew to the Relocation Project site.
- D. Overtime payment will be designated by a work order number with the letter “O”. See Section 18 of these specifications for all work order codes.

2.2.11. LABOR, MATERIALS, TOOLS AND EQUIPMENT:

- A. The Vendor(s) shall furnish all labor, tools, material and equipment necessary for satisfactory contract performance. Such materials, tools, and equipment shall be of suitable type and grade for the purpose. Under no circumstances shall the Vendor(s) borrow tools, materials or equipment that is the property of the school and/or facility. Should the Vendor fail to supply the proper equipment, materials and tools to the crew, they shall be deemed in non-compliance and may be subject to disciplinary action as outlines in Section 4 of these specifications.

- B. All materials, workmanship, and equipment shall be subject to the inspection and approval of the Department of FF&E Operations Representative. The Vendor(s) shall comply and furnish as well as to provide during the project all labor, necessary and equipment such as dollies, hand trucks, pads, mats, ramps (all sizes) all necessary tools, packing material, and any other necessary materials, equipment or special tools necessary to complete the project on schedule. For large projects, the quote request will indicate minimum type of equipment and tools required.
- C. In the case of closed campus/outdoor FF&E, the Vendor(s) are to use thread lock on individual bolts, must use a chisel in assembling the FF&E to prevent the dismantling of the FF&E and a level to ensure the tables are properly assembled and leveled. To prevent damage, under no circumstances are the closed campus/outdoor FF&E to be dragged on the floors (concrete slabs).
- D. New hardware must be used when re-installing all metal shelving in Media Centers, offices, special shops and/or classrooms.

2.2.12. ACCESSORY ITEM CHARGES:

- A. The Vendor(s) shall provide all accessory items (boxes, rolls of packing tape, labels, etc.) for packing supplies, books, etc. on an as needed basis. Accordingly, the Vendor(s) shall indicate the cost of the accessories and materials on its bid proposal form.
- B. The cost of delivering boxes/tape/labels shall be included in the price per 100 costs for boxes/tape/labels.
- C. The cost for boxes/labels/tape ordered for each projects may be lower prices than awarded, but may not exceed the rates and prices awarded as part of this bid.

2.2.13. PROTECTION OF FLOORS, WALLS, DOORS, EQUIPMENT AND FURNITURE:

- A. The Contractor shall be responsible for preventing damage to floors, walls, doors, equipment and furniture and shall be liable for any and all damages to M-DCPS property.
- B. During the project Contractor(s) shall keep the premises and surrounding areas free from accumulation of waste material or rubbish that may potentially damage floors, walls, doors, equipment and furniture, and shall maintain the premises in a clean, safe manner.
- C. Wheels of hand trucks, dollies and other relocation equipment shall be rubber covered. Furniture and equipment being assemble, relocated or installed shall be protected with furniture covers. The Contractor(s) shall be held responsible for damage to any the physical plant, office equipment of furniture during projects.
- D. Any damaged furniture, fixtures and equipment shall be tagged and taken to designated area as determined by school/facility administrative staff.

2.2.14. SAFETY/QUALITY CONTROL:

- A. The Contractor(s) shall hire qualified installers/craftsman to assemble any type of FF&E. These installers must be trained and experienced workers, knowledgeable with the items to be assembled and manufacturer's current recommended methods of installation and assembly.
- B. The Contractor(s) shall be responsible for, and have control over the assembly, distribution, set – up, installation and or relocation means, methods, techniques, sequences and procedures and for coordinating all portions of the project under this bid, unless the Department of FF&E Operations representative gives other specific instruction concerning these matters.
- C. Upon completion of work, rooms shall be set in accordance and compliance with architectural drawings of the project. In the absence of these drawings, rooms shall be set based on the instructions of the FF&E Operations representative.
- D. Contractor(s) shall be responsible for inspection of portions of the project already performed to determine that such portions are in proper condition to receive subsequent work.
- E. The overall FF&E relocation operation is performed at on – going construction sites, where in some cases the scheduled facility at the time of the relocation is still under construction or is not 100 % completed. Therefore, Contractor(s) shall be cognizant and responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of any project. Contractor(s) shall take reasonable precautions for safety (hard hats, boots, etc.) of, and shall provide adequate protection to prevent damage, injury or loss to all employees working at a construction site on the assigned project in order to be in strict compliance with M – DCPS Safety guidelines and OSHA 300 regulations.
- F. Prior to completion of the project the Crew Chief shall inspect all items assembled for proper assembly and/or installation, safety and for evidence of damage.

2.2.15. CLAIMS AND DISPUTES:

A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, and extension of project time or other relief with respect to the terms of the contract.

The term 'claims' also includes other disputes and matters in question between the Board and the Vendor (s) arising out of or relating to the contract.

Vendor(s) understands and agrees that any claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the Claim.

Claims of any kind by either party must be made in writing within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

The Department of FF&E Operations shall handle claims disputes with the Vendor(s). In

the event the claim dispute cannot be resolved, the matter will be referred to the Procurement Management representative, who will make a final determination.

The Board reserves the right to suspend, delay or interrupt the project in whole or in part, for just cause and to secure services to finish the project in whichever manner it deems necessary.

2.2.16. AWARD:

Successful vendors will be considered as pre-qualified Contractor(s) and will be invited to participate in the quoting process for each relocation project. The Contractor offering the lowest quote for each relocation project, complying in full with all requirements, shall be awarded the project. The price quote shall be in accordance with the prices awarded under this bid, as requested in Section 3. .

When submitting quotes for projects, (lump sum, additional services or emergency) the following information must be provided: Name of school/facility, work order number, name and cellular phone number for the Crew Chief, crew size and the total number of hours projected for the project to be completed. Failure to submit the required information may render the quote non-responsive.

2.2.17 ESTIMATED QUANTITIES:

The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to the quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contract period, and include an additional ten (10) percent to cover unanticipated increases in requirements.

2.2.18. PRICE ADJUSTMENTS:

The term of this contract will be for an initial three (3) years period, with the option to extend the contract for two (2) additional one (1) year periods and, if needed ninety (90) days beyond the date of the current contract period. At the end of each contract terms provided their option(s) to extend is exercised, the contract prices may be adjusted.

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices during the extension period. Therefore the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market.

1. All requests for price adjustments must be submitted in writing to Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product(s) affected, letters from the manufacturer/producer of the product(s), Producer Price Indexes (PPI) published by the U.S. Department of Labor, and any other documentation supporting a request for price adjustment. The price adjustment shall not exceed the producer price index as reported by the Department of Labor.

2. Price adjustments may be made at each of the one (1) year extension periods, if any. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify any and all requests as deemed to be in the best interest of M-DCPS. Each price adjustment is reviewed and submitted to the awarded vendor(s) for approval. If mutually agreed upon, the price adjustment(s) shall be valid for the next one (1) year period unless the adjustment period is otherwise stated and approved by Procurement Management Services at M-DCPS. Awarded vendor(s) who are granted prices adjustments for the designated period must make these price adjustments valid for the entire designated period. M-DCPS reserves the right to approve request for price adjustments or to disapprove and to secure new quotations.

21.

24.

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2.6 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

In no more than five (5) pages, the Bidder must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. Provide 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 bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.		
b. Provide a valid competency license issued by Miami-Dade County for the individual being utilized as the qualifier. Qualifier must have a minimum of three years of experience in Relocation, Assembly & Installation of Logistics.		
c. Please submit written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system)		
d. Provide a minimum of three (3) references of similar work performed, refer to Exhibit 5		

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SECTION 3.0 - PRICE PROPOSAL LIST

[Signature is required at the end of this Section 3.0]

BIDDER MUST READ THIS SECTION IN ITS ENTIRETY AND ACKNOWLEDGE RECEIPT OF THIS SECTION BY SIGNATURE ON FOLLOWING PAGE

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

The fees quoted are to include all travel and living expenses for the solution proposed. The Total Fees proposed will be firm and fixed for the life of the contract, a period of three (3) years, with two (2) one-year contract extensions.

Please note, prices are requested in units of quantity specified in the Bid's Scope of Work. In case of discrepancy in computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B ("Free on Board") destination, freight prepaid (bidder pays any freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Bid Proposal and there received by the designated agent of the Board.

Furthermore, the Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption does not apply to purchases of tangible personal property made by contractors, who use the tangible personal property in performance of contracts, for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

Below are details to consider in proposing total fees for the itemized price proposal:

The Bidder shall offer all of the elements of this ITB and meeting all service requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this ITB.

For this Section 3.1 - Price Proposal:

Instructions: Applications must be typewritten or hand printed in ink. Please note the following:

- a. Complete, sign and submit the Price Proposal with your bid submittal packet.
- b. Use of pencil is prohibited.
- c. Do not erase or use correction fluid to correct an error.
- d. All changes must be crossed out and initialed in ink.
- e. Use additional sheets if necessary to complete information requested below, and attach to this Price Proposal.
- f. Write N/A if not applicable.
- g. Incomplete information may render the bid non-responsive.

PRICE

Type or print the complete name of the bidder:			
Bid # 15-010-YWP Relocation, Assembly and installation of logistics Buyer: Yasmin Wong - Peraza		NAME OF BIDDER:	
ITEM	DESCRIPTION	UNIT	PRICE PER UNIT
	Vendor to furnish all labor, material, and equipment for the assembly, installation and relocation of logistics, furniture, fixtures, and equipment in accordance with the attached specifications. Regular hourly rate shall be for hours from Monday through Saturday for both work shifts. AWARD WILL BE BASED ON A TOTAL LOW BID, ITEMS 1 THROUGH 14. VENDOR MUST BID <u>ALL</u> ITEMS		
1	Crew of Three (3): Includes (1) Crew Chief, (1) mover, (1) installer, plus 24' truck with tailgate/lift gate.	Hourly Labor Rate	
2	Crew of Five (5): Includes (1) Crew Chief, (2) movers, (2) installer, plus 24' truck with tailgate/lift gate.	Hourly Labor Rate	
3	Crew of Seven (7): Includes (1) Crew Chief, (3) mover, (3) installer, plus 24' truck with tailgate/lift gate.	Hourly Labor Rate	
4	Crew of Nine (9): Includes (1) Crew Chief, (4) mover, (4) installer, plus 24' truck with tailgate/lift gate.	Hourly Labor Rate	
5	Crew of Eleven (11): Includes (1) Crew Chief, (5) mover, (5) installer, plus 24' truck with tailgate/lift gate.	Hourly Labor Rate	
6	Crew of Thirteen (13): Includes (1) Crew Chief, (6) mover, (6) installer, plus 24' truck with tailgate/lift gate.	Hourly Labor Rate	
7	Additional Crew Chief	Hourly Labor Rate	
8	Additional Installer	Hourly Labor Rate	
9	Additional Mover	Hourly Labor Rate	
10	Relocation boxes (qty. 100), less than 3.0 cubic feet, including tow (2) labels per box and one (1) fifty (50) yard roll of tape per 10 boxes, delivered to site.	Per 100	
11	Relocation boxes (qty. 100), more than 3.0 cubic feet, including tape (2) labels per box and one (1) fifty (50) yard roll of tape per 10 boxes, delivered to site on the scheduled date requested.	Per 100	
12	Daily cost of additional 24' truck with tailgate/lift gate	Daily Rate	

13	Trip charge for delivery to M-DCPS warehouse, county dump and/or other pre-designated site, including the offloading of surplus items. For lump sum projects only, including the dump fee.	Per Trip	
14	Trip charge for delivery to M-DCPS warehouse, county dump and/or other pre-designated site, including the offloading of surplus items. For hourly projects only including the dump fee)	Per Trip	
TOTAL			

The Bidder shall offer all of the elements of this section of the ITB and meet all service requirements and specifications listed within Section 2.0 - Scope of Services, to include furnishing all labor, supervision, equipment and materials necessary for this work.

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

For this Section 3.2 – PRICE PROPOSAL LIST:

Signature of Bidder's Authorized Representative

Title

Printed Name:

Date:

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SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This section identifies the format to be followed in assembling a response. Bidders must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Bidders 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) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this ITB.

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 ITB may result in proposal being considered non-responsive.

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

Exhibit 1 found in Section 6 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 Bidder 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) Executive Summary

Provide a brief summary of no more than two (2) pages, describing the basic services offered, experience and qualifications of the Bidder, staff and any other relevant information.

4) Technical Qualifications

Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0** of this ITB 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 the proposal being considered non-responsive.

5) Qualifications of the Bidder including Corporate Past Performance & Key Personnel

Provide a response regarding the Bidder's qualifications, including but not limited to the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby résumés 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 ITB.

As this is a sheltered market solicitation, each Bidder must provide documentation regarding its SBE/MBE certification with the District, as indicated in Section 1.14, Small/Micro Business Enterprise Program. Failure to provide this documentation will deem the proposal non-responsive.

6) Price Proposal List

The Price Proposal List, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of the Proposal. If awarded a contract, the Bidder will be asked to submit a Bidder registration packet that will include all of the forms listed in **Section 6.0**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees

4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic versions on CD or memory stick. See Section 1.9.
- (2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers, that clearly identify the proposal subject, due date and Bidder's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Bidders shall include their complete name, return address, and telephone number on the left upper side of mailing label. The ITB title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Bidder's Name:	
Bidder's Address:	
Bidder's Telephone Number:	
Miami-Dade County Public Schools	Procurement Management Services <u>Attn.: Yasmin Wong-Peraza</u> Procurement Analyst <u>Procurement Management Services</u> School Board Administration Building 1450 N.E. 2 nd Avenue, Suite 650 Miami, FL 33132
ITB No.: 15-010-YWP	
ITB Title: Relocation, Assembly & Installation of Logistics	
Proposal Due Date: Wednesday, October 14, 2015, by 2 p.m. EST (local time)	

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE ITB PROCESS

- (a) The selection process under this ITB 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:

procurement.dadeschools.net

- (b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive ITB process.

5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2. Please note, Procurement staff may apply scoring incentives for all registered SBE/MBE vendors and/or vendors claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

5.3 PRICE PROPOSAL LIST

A completed price proposal list is not required under this ITB, however, at the time of proposal submission, the signature form in Section 3.0 Price Proposal List, must be submitted with each proposal package. See **Section 3.0 – PRICE PROPOSAL LIST**.

5.4 AWARD

Contract award shall be made to the responsive and responsible Bidder(s), whose proposal is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Buyer to the School Board.

In this ITB Process, the award decision will be made by the School Board, whose decision shall be final.

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SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees

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EXHIBIT 1

Cover Page for Proposal

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON:		
Name: _____ Title: _____		
TELEPHONE:	FAX:	E-MAIL ADDRESS
(____) _____	(____) _____	_____
BIDDER'S ORGANIZATIONAL STRUCTURE:		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ Other (Explain) _____		
IF CORPORATION:		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT		

Exhibit 2
ACKNOWLEDGMENT 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.

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 3



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: <small>(Include City State & Zip Code)</small>		_____	
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 4
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders 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 Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

All Bidders 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.

Bid 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, and made the following statement:

1. The business addresses of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder 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 Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder 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 Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder 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 Bidder 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 5
BIDDER EXPERIENCE**

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

Prime Bidder:

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 Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Exhibit 6
ANTI-COLLUSION STATEMENT

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER 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 BIDDERS 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 Bidder is registered as with the Florida Department of State Division of Corporations. 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 Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR

BIDDER 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 7

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at <http://www.dadeschools.net/schoolboard/rules>, all bidders and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, Bidder 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 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)

Bidders 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 dadeschools.net/schoolboard/rules all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders 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