



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

SEALED BID NO: ITB-16-006-CV

TITLE: Pest Control Extermination and Removal Service

DESCRIPTION: The purpose of this Invitation To Bid is to establish a list of preapproved vendors, to furnish all labor, supervision, equipment and materials necessary to perform pest control extermination and removal service at The School Board of Miami-Dade County facilities

TERMS: Two (2) years initial term, with three (3) one (1) year options to renew

ITB RELEASE DATE: Thursday, September 22, 2016

PRE-BIDDERS CONFERENCE DATE/TIME: Tuesday, October 4, 2016, at 10 a.m. 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: Tuesday, October 4, 2016, at 5 p.m. EST

BID DUE DATE/TIME: Thursday, October 13, 2016, at 2 p.m. EST

PUBLIC OPENING OF BIDS: Thursday, October 13, 2016, 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: Claudette VanWhervin, CPPB
Procurement Analyst
Phone: (305) 995-2338
Fax: (305) 523-4988
Email: cvanwhervin@dadeschools.net

Visit our website at procurement.dadeschools.net to download a bidder 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 M-DCPS are as follows:

VISION

We provide a world class education for every student.

MISSION

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

CORE VALUES

Excellence

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

Equity

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

Student Focus

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

Innovation

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

Accountability

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

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking bids from qualified firms and/or individuals to perform pest control, extermination and removal service at The School Board of Miami-Dade County facilities.

The selected Bidders will be awarded a two (2) year agreement, with three (3) one-year (1) 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:	Thursday, September 22, 2016
Pre-Bid Conference date, time and place:	Tuesday, October 4, 2016, at 10 a.m. Local Time 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 questions:	Tuesday, October 4, 2016 No later than 5:00 p.m. (Local Time) Emailed to Buyer (See Section 1.4)
Deadline for receipt of Bids:	Thursday, October 13, 2016, at 2 p.m. No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	December 14, 2016
Projected Contract start date:	December 14, 2016

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Claudette VanWhervin, CPPB 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:	cvanwhervin@dadeschools.net
Telephone:	(305) 995-2338
Fax:	(305) 523-4988

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 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 there from, including a potential bidder or bidder'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, "bidder's representative" means an employee, partner, director, or officer of a potential bidder or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a bidder, 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 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 School Board policy may be accessed at: 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 Claudette VanWhervin, Buyer, at cvanwhervin@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) year with three (3) 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. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

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.**
- **One (1) bound copy of the original proposal.**
- **One (1) 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: Claudette VanWhervin, CPPB
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 Buyer 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 Buyer at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of the 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 in **Section 1.4**.

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 Buyer 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/MICRO BUSINESS ENTERPRISE PROGRAM

As this is a sheltered market solicitation, this procurement applies only to Small Business Enterprise (SBE) and Micro Business Enterprise (MBE) certified companies, which are certified by The School Board of Miami-Dade County, Florida.

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 SBEs 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 (OEO) must certify all SBE/MBEs, prior to contract award.** The application may be accessed through the following link:

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

Bidders certified as an SBE/MBE 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 the OEO 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 School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the bidder 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, bidders must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A bidder 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 School Board Policy **6320.04**.

PROCESS:

Invitation to Bid

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 bidder(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 bidder, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

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

The School Board Policy may be accessed at: <http://www.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; 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 cancellation 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	Bidder 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 the 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 procurement.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 School 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: Dllopiz@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 rebids. 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 who 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 Bidder 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 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies, by signing the proposal, that the bidder 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 bidder shall immediately notify Procurement Management Services, in writing. Bidders 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 bidder.

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.

1.28 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 the Board, if the Board deems necessary, the 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 was 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.

1.29 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.

1.30 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.

1.31 PUBLIC RECORDS LAW

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

applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

1.32 ASSIGNMENT

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

1.33 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time, without cause upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions shall 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.

1.34 DEBARMENT

Pursuant to School 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.

1.35 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.

1.36 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 bidders, members of their staffs, or families.

1.37 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).

1.38 INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees (“Indemnitees”) from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys’ fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to 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.

1.39 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.

1.40 INSURANCE REQUIREMENTS

In consideration of this Contract, if awarded, the Bidder agrees without reservation to the insurance clauses contained herein. These clauses are attached to and form a part of Bid# ITB-16-006-CV

Prior to being recommended for award, the Bidder has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Bidder to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

" The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Bidder.

All insurance policies shall be issued by companies with either of the following qualifications:

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A M. Best Company.

or

(b) With respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self- insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Bidder to the School Board shall relieve the Bidder of the Bidder's full responsibility to provide insurance as required by this Contract.

The Bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241
Miami, FL 33101-2241

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Bidder may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Muriel Saenz at 305-995-7133.

1.41 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 and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.42 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 bidder unopened.

1.43 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 bidder 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>.

1.44 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, Florida. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

1.45 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED BIDDERS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#!community-internships/c7pc> or email us at internships@dadeschools.net. As an awarded bidder, District staff may contact your

organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

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.

Furthermore, all bidders must review, acknowledge, and comply with Board Policy 6465 *Commercial Anti-Discrimination, Diversity, and Inclusion*. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this ITB.

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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

M-DCPS is seeking to establish a list of preapproved vendors, to furnish all labor, supervision, equipment and materials necessary to perform pest control extermination and removal service at The School Board of Miami-Dade County facilities. The successful vendor(s) shall also provide recommendations for structural and procedural modifications necessary to achieve pest prevention.

2.2 PESTS AND REQUIRED TREATMENTS

a. Rats/Mice

An intensive treatment of rodents/mice is necessary. The treatment shall consist of a minimum of three (3) site visits per week for the first month. Two (2) site visits per week are required for the duration of the treatment program. Vendor shall immediately respond to calls to remove dead rodents during this treatment period.

The vendor shall make a thorough initial inspection of all the areas (classrooms, offices, cabinets, closets, storage rooms, work rooms, ceilings, etc.) included in the request to determine the kinds of rodents present in each area, the extent of the infestation(s), the location of the nesting site(s), and the conditions which are contributing to the rodent infestation, such as the presence of improperly stored food, the presence of pets and improperly stored pet food, improper cleaning and removal of food wastes, cluttered storage, and rodent entry points. This inspection will enable the vendor to determine the method(s) that will be used to control the rodent population as quickly as possible.

Rodent removal shall be accomplished using trapping devices only. The use of rodenticide baits and tracking powders is prohibited at school sites except as specified below.

If the use of rodenticide baits and tracking powders is deemed necessary by the vendor, after all efforts using trapping devices have failed to eliminate all of the rodents, or conditions exist which do not permit the use of trapping devices, the vendor shall submit a written proposal, including labels, material safety data sheets (MSDS), exact method(s) of application, including description of equipment, safety measures, and justification for such use, to Kenneth Campbell, Pest Control Manager, Division of Safety, Emergency Management, 12525 NW 28 Avenue, Room 500, Miami, Florida 33167, Phone 305-995-4900 Fax: 305-995-4924, who shall provide a written decision as to acceptability

When rodenticide baits are permitted to be used, they shall be placed in containers qualified as "Tamper Proof" or "Resistant" according to the standards of the United

States Environmental Protection Agency (EPA), namely, locked, anchored, and the bait secured inside the bait chamber of the container. The exact location of each container shall be recorded and copies of the records shall be provided to the Facility Administrator where the work is being performed and to the Pest Control Manager. Service reports shall be provided to the treated facility Principal or administrator at the time of each visit. The information on the service reports shall include date and time of service, technician's printed name, bait consumption, type of fecal droppings found in the container, replacement of bait etc. for **each station**.

Use of pelletized rodenticides ("toss-packs" or "place-packs") is not permitted at school sites or ancillary facilities.

Placement of trapping devices in areas where they may be seen or contacted by students, staff or other occupants must be done after hours and the devices, including any captured rodents, must be removed before occupancy the next business day.

Many styles of deadfall (snap) traps, glue traps, multi-catch traps, and live trap are available, as well as many attractant varieties. **The vendor shall use sufficient quantities of devices and frequent follow-up visits.**

The remaining time of the project period will be used to monitor the effectiveness and to make adjustments as to capture device type, placement and attractant in order to catch the few rodents remaining after the initial intensive period.

The placement locations and types of the traps shall be recorded using diagrams or narratives and the numbers, types and locations of captured rodents shall be recorded and submitted to the Principal or the Principal's Designee. Rodent entry points, and other conditions conducive to rodents shall be noted and reported to the school Principal or the Principal's Designee.

Service visits and procedures shall be arranged and coordinated with the Principal or the Principal's Designee to minimize exposure of the students, staff and visitors to the trapping devices and obtain access to all spaces necessary to inspect and treat. Inspections may be performed during instructional hours, with the permission of the Principal in order to gain access to all cabinets and closets which may be locked by teachers or outside groups (P. T. S. A., After School Care, etc.), or arrange with the Principal for access to these areas.

During the initial phase of this project and until it has been determined that the current rat or mouse population has been eliminated, the vendor shall make follow-up visits at least every other day. Twice daily visits are required when traps are set in locations which are visible and accessible to building occupants.

Traps which are set in sight shall be removed in the morning before regular daily operations begin and reset after hours unless the traps are placed inside of protective boxes which prevent occupant exposure.

The vendor shall provide reports of actions taken and results of these actions, as well as information about improving sanitation, housekeeping and maintenance to the Principal or the Principal's Designee at the time of each visit. Timely delivery of action reports and inspection results is of utmost importance to enable the Principal to implement the

appropriate procedures as soon as possible. All information required in the performance of pest control activities shall be provided on letter-size (8 1/2-inch by 11-inch) format and legible. All reports and recommendations shall be signed by the Principal, their Assigned Designee or The School Board Pest Control Manager, if present at the time of service.

Success in pest control is largely determined by the skill, thoroughness and follow-up of the Pest Control vendor and the cooperation given from all concerned and involved in a particular pest problem. However, the failure of The School Board to implement any of the vendor's recommendations for improving sanitation, housekeeping or maintenance procedures shall not relieve the vendor from its responsibility to effectively suppress or eliminate the rodent population in as short a period of time as possible.

The vendor shall provide quality control inspections

The vendor shall remove all capture devices and other materials at the termination of the project.

The School Board of Miami-Dade County shall not be responsible for missing or damaged materials or equipment belonging to the vendor.

The vendor shall submit copies of all signed service reports with **invoice** indicating Bid number to the Pest Control Manager, Division of Safety and Emergency Management, 12525 NW 28 Avenue, Room 500, Miami, Florida 33167.

b. Pigeons Trapping

The vendor shall provide pigeon traps, bird feed and visit the site three (3) times per week for the duration of the treatment program. Removal and the relocation or destruction of birds shall be included in the cost.

c. Pigeons Exclusion Spikes

The vendor shall install pigeon spikes on identified areas. The pigeon spikes shall be installed in areas not accessible to students, teachers and staff. Spikes shall be Hot Foot, Bird Barrier or equivalent. Only stainless steel spikes will be accepted. The spikes shall be installed according to manufacturer's specifications. Cleaning of the identified areas shall be included in the cost. The vendor shall submit a schematic drawing of the proposed installation. The schematic drawing must be approved by The School Board Pest Control Manager before installation.

d. Pigeons Exclusion Netting

The vendor shall install pigeon netting on identified areas. Install Bird Barrier StealthNet, Hot Foot Invisi-Net or equivalent according to manufacturer's installation and training manual to block access to feral pigeons from identified areas. Areas shall be cleaned before netting is installed. The cost shall include all labor, cleaning and materials.

Clean bird droppings and nesting materials, (see cleaning of bird feces) where present from areas where netting will be installed and disinfect same.

Netting shall fit the areas to be protected perfectly so that pigeons cannot enter the protected areas. Netting shall be installed "tight-as-a-drum" to ensure a secure, long-lasting installation that is very hard to see. Loose installations which look unsightly and may entrap birds shall not be accepted.

1. The netting shall be black in color, unless otherwise stated.
2. Mounting systems, which include, but not necessarily limited to, eye bolts, cables, ferrules, turnbuckles and hog or net rings shall be of stainless steel

Eye bolts shall be suitable for attachment into concrete and anchored.

3. Where netting is installed over windows on first and second floors equipped with emergency escape hatches, netting will be cut up the middle approximately five (5) feet and fitted with a two-inch wide by five foot long Velcro release strips attached to netting with hog rings or other suitable fasteners.
4. Plastic tie-wraps, black, for attachment of net to bottoms of roof trusses for additional support and to prevent sagging of netting.

Prior to starting job, coordinate activities, including, but not limited to, arrangements for water and electricity, disposition of scaffolding or other lift equipment.

Warranty: Upon completion of satisfactory final inspection, the system installer shall warranty the effectiveness of the system for a period of five (5) years. This warranty will include, but is not limited to:

- (a) All parts and labor.
- (b) Maintenance, including annual inspection by vendor to determine adjustment of turnbuckles to maintain tightness if sagging occurs and repair or replacement of netting and other components caused by deterioration.
- (c) Copies of annual inspection reports and service records when adjustments and/or repairs are made shall be provided to the facility administrator and to The School Board Division of Safety and Emergency Management. Reports shall be on letter-size (8.5 X 11 inch) format.

e. **Pigeon exclusion sheet metal**

The vendor shall install sheet metal (.0075" or .0085" aluminum) on identified areas using stainless steel screws and anchors as necessary.

f. **Smaller Birds such as starlings or sparrows**

The vendor shall install bird netting on identified areas. The vendor shall use 3/4" mesh and utilize the same specifications as described in (d) **Exclusion netting**.

g. **Sparrow or sterling trapping**

The vendor shall trap birds from identified areas. Deploy 4 sparrow/sterling traps, bird feed and visit the site 3 times per week for the duration of the treatment. Removal and the relocation or destruction of birds shall be included in the cost.

h. **Mites**

The vendor shall treat mites in identified areas. The vendor shall use BP100, 1% pyrethrin or equivalent.

i. **Roaches (interior/exterior)**

The vendor shall treat identified areas utilizing Maxforce, Avert, Siege or equivalent.

j. **Flying insects (included but not limited to flies, termite swarms, mosquitoes)**

The vendor shall treat identified areas utilizing P.I. pyrethrin spray or equivalent.

k. **Spiders**

The vendor shall treat identified areas utilizing Microcare, Cykick or equivalent.

l. **Scorpions**

The vendor shall treat identified areas utilizing Talstar, Suspend or equivalent.

m. **Caterpillars/Centipedes**

The vendor shall treat identified areas utilizing Talstar, Sevin or equivalent.

n. **Removal of dead animals**

The vendor shall remove dead animals from under portables, dumpsters and other areas of the school. The vendor must respond within four hours of being contacted by The School Board's Pest Control Manager.

o. **Bees**

The vendor shall treat and eradicate bee hives utilizing Talstar or equivalent.

p. **Wasps**

The vendor shall treat identified areas utilizing Wasp Freeze or equivalent.

q. **Ants interior**

The vendor shall treat identified areas inside a school utilizing Ant Gourmet, Maxforce or equivalent.

r. **Ants exterior**

The vendor shall treat identified outside ground areas utilizing Top Choice, Talstar, or equivalent according to manufacturer's specifications.

s. **Fleas/Ticks**

The vendor shall treat identified areas to eliminate a flea infestation. The treatment shall consist of at least two applications. The vendor shall apply Archer, Suspend or equivalent according to the manufacturer's specifications.

2.2.1 SCHEDULE OF SERVICE

Vendors will respond within 24 hours for calls regarding fleas, bees, dead animals and pigeon mites. Vendors will respond within 3 working days for the remainder of the pests included in this bid.

2.2.2 AREAS OF SERVICE

The vendor will be contacted with the area of the school and pest problem that requires treatment. Square footage for treatment will be determined by the Pest Control Manager. The vendor will be faxed a completed pest control request form from the Division of Safety and Emergency Management.

2.2.3 SPECIFIED SERVICES

The vendor shall perform pest control in The School Board's facilities using the least toxic methods and materials possible to achieve a pest free environment. "Least toxic" shall mean the use of pesticides which have little or no toxicity to man, such as but not limited to, containerized baits, such as MAX FORCE or equivalent, directed powered baits, like STAPLETON's MRF 2000, MAX FORCE gel bait, BUDDY'S mechanical traps. Least toxic shall mean the application of pesticides and non-pesticides treatments to actual and potential pest harborage sites where pests are present, such as voids, cracks and crevices instead of surfaces of floors, baseboards, shelves and table tops. **NOTE: Pesticides are to be applied only when needed to eliminate current populations of pests and only the specific harborage sites of pests. The routine use of liquid spray aerosols and powders is not permitted, in regularly occupied areas (such as but not limited to offices, classrooms, kitchens, dining rooms, day care centers, store rooms, etc.), unless written approval is obtained from The School Board's Pest Control Manager. The use of powders, dusts, liquids and aerosols is not permitted in areas above drop-ceiling tiles, unless written approval is obtained from The School Board's Pest Control Manager. The vendor shall determine the presence and location of where to direct pest control treatments through the use of inspections, visual sightings, monitoring of sticky traps, reports from occupants and other surveillance techniques.**

2.2.4 SAFETY CONSIDERATIONS

In order to protect both life and property, the vendor shall adhere to the following:

- A. No pesticides or any other pest control materials shall be given by the vendor or their representatives to The School Board personnel for any reason. All pest control

materials and devices used shall be applied, deployed, monitored and serviced by the vendor in such a manner that they effectively eliminate the pest populations while not interfering with the health and safety of the facility occupants and routine operations of the facility. If it becomes necessary to use numerous capture devices in an area to harvest many pests, such as rodents, in a short period of time, the vendor shall deploy these devices after operating hours and collect the devices early the next operating day before the area is occupied.

- B. Prior to using any additional pest control materials not on the approved list, the vendor shall submit a written request including justification, method of application, safety precautions to be implemented, complete, legible specimen label and Material Safety Data Sheet (MSDS) to The School Board's Pest Control Manager. **THE VENDOR SHALL NOT USE ANY PESTICIDE, CHEMICAL OR APPLICATION METHOD THAT IS NOT ON THE APPROVED LIST UNTIL SUCH WRITTEN APPROVAL IS OBTAINED.**
- C. No aerosol or machine-generated foggers, misters or space sprays of any kind are to be used in The School Board facilities by the vendor unless the vendor submits written request prior to each intended use and approval is obtained.
- D. No pesticide applications will be performed while the treated area is occupied by students. No pesticides will be applied to surfaces that can be contacted by students, such as the tops and undersides of tables unless injected into cracks, crevices and inside hollow table legs. Inspections and evaluations of pest problems may be conducted while school is in session.
- E. All pesticide containers used in the treatment of The School Board facilities shall be properly labeled with the name and strength of the pesticide product, as prescribed by law.
- F. No materials or chemicals are to be stored by the vendor at The School Board facilities.
- G. No empty pesticide containers and excess pesticides are to be discarded by the vendor at The School Board facilities.
- H. Appropriate protective clothing and equipment consistent with the chemical manufacturer's label and Material Safety Data Sheet (MSDS) shall be utilized by the vendor during pesticide applications.
- I. The School Board reserves the right to obtain product samples at any time during the application to verify that the pesticide complies fully with the pesticides approved by The School Board's Pest Control Manager.
- J. The vendor shall not apply water based pesticides into the electrical component of any equipment. The vendor shall not apply aerosols, mists, or other sprays into areas containing open flames.
- K. If a vendor applies a pesticide in a manner inconsistent with the label directions or these specifications, the vendor's technician will be prohibited access to The School Board's property. The technician will be reinstated only after the vendor submits

documentation showing the date(s) of training, subject(s) of training and test results to The School Board's Pest Control Manager.

2.2.5 BIDDER AND TECHNICIAN CREDENTIALS

Vendors shall be licensed by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control License. The vendor shall have the following personnel.

- a. A full-time Certified Pest Control Operator-in-Charge (C.P.C.O.), minimally certified by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, in the category of General Household Pest and Rodent Control, as prescribed by law. The vendor shall also submit a notarized statement attesting that the Certified Operator-in-Charge is a full time employee of the vendor and is not employed elsewhere.

NAME OF C.P.C.O.: _____

CERTIFICATE NUMBER: _____

- b. Vendor's technicians conducting on-site treatments and inspections must hold current, valid company identification cards, issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control. The vendor shall submit copies of the required state-issued identification cards.
- c. Any additions of personnel during the terms of this bid must submit copies of the required Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control identification cards. The vendor shall submit copies of renewals of said identification cards.
- d. The Division of Safety and Emergency Management has fax capabilities 305-995-4924. To enhance the transfer of information the vendor must show fax capabilities as part of this bid.

Vendor's fax capability: No.: _____

- e. The vendor shall provide three letters of reference from commercial establishments, currently under contract.

2.2.6 PESTICIDES LABELS AND MATERIAL SAFETY DATA SHEETS

The vendor shall have the Material Safety Data Sheets (MSDS) available for each pesticide that is used. The Material Safety Data Sheet (MSDS) shall be provided to the principal prior to the application of a pesticide.

2.2.7 BIDDER'S EQUIPMENT

The School Board shall not be responsible for the loss or damage to any equipment, pest control materials or devices belonging to the vendor.

2.2.8 PERSONNEL IDENTIFICATIONS

All vendor personnel working in the School Board's facilities shall wear distinctive clothing and picture identification badge issued by the vendor. **The uniform shall have the vendor's name easily identifiable and affixed to the uniform. All vendors' personnel shall carry their employee identification card, issued by the State of Florida, Department of Agriculture and Consumer Services, and show the card when requested.**

2.2.9 SERVICE REPORTS

All service reports must be legibly printed. The pest control company must leave one (1) copies of the service report with the principal and send a copy to The School Board's Pest Control Manager. All service reports must have the specific conditions of the school that may contribute to a pest problem such as holes in walls and ceilings, damaged door sweeps, sanitation, and occupant behaviors.

2.2.10 CLEANING OF BIRD FECES

1. The intent of this specification is to provide for the complete removal of pigeon excrement by pressure washing or hand cleaning, if necessary, and application of an approved disinfectant to the exterior walls, shutters, and accessible window areas.
2. The vendor shall provide all supervision, labor, materials and equipment necessary for pressure washing, hand cleaning, if necessary, and applying an approved disinfectant, such as, Steri-Zone™ disinfectant. Written requests for approval of alternate disinfectant products, including SPECIMEN LABELS and Material Safety Data Sheets (MSDS), shall be submitted to the Pest Control Manager.
3. Disinfectant may be applied as part of the pressure wash process, if so labeled for that use, or applied separately using a hand-held or back pack compressed air sprayer immediately following the removal of the excrement. The vendor shall deliver the approved disinfectant to the job site in manufacturer's original and unopened containers and packaging, bearing the federally registered labels.
4. The vendor shall provide the water and power source(s) for all equipment used for this project. The school Principal, at their sole discretion, may allow the vendor to use one or more faucets for water, and electric outlets for power, otherwise the vendor shall provide its own source of power and clean, potable water for the cleaning process.
5. The vendor shall provide to its cleaning technician(s) personal protective clothing and equipment (PPE) suitable for protection from possible infectious organisms contained in the bird excrement and from the chemicals used in the cleaning and disinfecting process, such as, but not necessarily limited to coveralls, gloves, boots, hats, goggles or face shield and respirator. The vendor shall train its technicians in the proper use of personal protective clothing and equipment (PPE).

6. The vendor shall provide all safety equipment necessary to prevent falls and other injuries which may occur during the cleaning and sanitizing operation. The School Board of Miami-Dade County shall not be responsible for injuries incurred by the vendor's personnel while at The School Board's facilities.
7. Prior to removal, all excrement must be saturated with water under low pressure to prevent debris from becoming airborne.
8. The vendor shall use care to prevent the removal of paint from the surfaces being cleaned by using equipment and methods (adjust water pressure, etc.) suitable for the type of work specified herein.
9. In situations where the bird excrement does not completely dislodge with the pressure washer, the vendor shall remove the excrement by hand using only nonmetallic tools, such as, plastic spatulas and brushes with natural fiber or nylon bristles, or their equivalent, to prevent the removal of paint and damage to the masonry or other surface being cleaned and sanitized.
10. Removed excrement shall be collected in plastic bags, sealed and removed from the job site and disposed of by the vendor at a sanitary landfill.
11. All work shall be performed from the outside of the building. Building occupants and the general public must be kept clear of the work site during all operations. It is the vendor's responsibility to provide all barricades, signage, guards, etc. necessary for public protection.
12. The vendor shall take all precautions necessary to protect surrounding materials on the site, surfaces of the building not being cleaned, adjacent buildings, pedestrians and vehicles from coming in contact with cleaning chemicals, overspray, spray drift or runoff.
13. The vendor shall use polyethylene film, masking tape, barriers and whatever means necessary to protect plantings, building occupants, pedestrians and automobiles. The vendor shall remove such coverings and other protective devices when cleaning operations have been completed at that area of the building.
14. The vendor shall coordinate with the school's Principal at all times for performing the cleaning and sanitizing operations in order to coordinate accessibility of the job site and availability of school personnel to be present. Cleaning operations shall not be performed during instructional hours.
15. At the conclusion of the cleaning process, the vendor shall remove all materials and equipment from the job site. The vendor shall be responsible for picking up or cleaning from all walkways, slabs and other paved areas under and around the treatment site, any excrement or other debris dislodged during the cleaning process. Following the completion of the cleaning and sanitizing procedures, the vendor shall inspect the grounds around the building, pick up all debris, food wrappers, empty containers and any other waste which was generated by the vendor's personnel. The vendor shall leave the job site in a clean condition.

16. The vendor shall not discard any empty disinfectant or other chemical containers at the school site.
17. The vendor shall clean the accessible window panes and window frames by hand only in order to prevent water from entering into the rooms through cracks which may be present around the window frames and to prevent the breakage of the glass window panes.

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2.3 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 three reference letters from commercial establishments, currently under contract, as stated in Exhibit 5		
c. Provide a General Household Pest and Rodent Control license issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control.		
d. Provide list of technicians with their qualifications and training certificates.		
e. 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).		

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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

- Awarded Bidders shall receive a Request For Quotes (RFQ), for projects over the current quotation threshold of one-thousand dollars (\$1000).
- A RFQ may contain multiple facilities and each will have a defined scope of work.
- The awarded bidder(s) shall respond to “request for quotations” by the requested date. Bidders shall arrange a site visit by contacting The School Board authorized representative as indicated in the Request for Quote. The preapproved bidder(s) will be invited to offer a fixed price for a specific job(s). The award of said job(s) will be made to the lowest responsive, responsible bidder meeting specifications. These prices must remain fixed for not less than 30 days.
- Projects under the current quotation threshold of one-thousand dollars (\$1000) will be awarded to Bidders on a rotating basis.
- **Please note that prices quoted may not include sales tax, as The School Board of Miami Dade County, Florida, is a non-profit organization and as such does not pay sales tax on any materials, equipment, services, etc.**
- **Bidders are required to offer a percentage discount for services described herein. This discount shall apply to all quotations over the threshold of \$1,000.**

The Bidder shall offer all of the elements of this 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.

COMMODITIES PROPOSAL PRICE LIST
[Signature is required at the end of this Section 3.1]

BIDDER MUST COMPLETE THIS SECTION IN ITS ENTIRETY

Signature of Bidder's Authorized Representative

Title

Printed Name:

Date:

Discount on Services

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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 resumés 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	Bidder 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:	
	<u>BID BOX</u>
	Miami-Dade County Public Schools Procurement Management Services <u>Attn: Claudette VanWhervin, CPPB</u> <u>Procurement Analyst</u> School Board Administration Building 1450 N.E. 2 nd Avenue, Suite 650 Miami, FL 33132
ITB No.:	ITB-16-006-CV
ITB Title:	Pest Control Extermination and Removal Service
Proposal Due Date:	Thursday, October 13, 2016, 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.

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	Bidder 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: <i>(Include City State & Zip Code)</i>	_____
FEIN (Federal Employer Identification Number):	Length of Time at Address Provided: _____
	Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
PHONE:	() FAX: ()
E-MAIL ADDRESS:	_____
ATTESTATION - I understand that: <ul style="list-style-type: none"> • In accordance with School Board Policy <u>6320.05</u>; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Mark applicable box and attach support document(s). • To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal. • The preference does not apply to goods or services exempted by statute as reflected in Policy <u>6320</u>, or prohibited by Federal or State law, or other funding source restrictions. • The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. • The above information may be subject to verification. • A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy <u>6320.04</u>. 	

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

PRINTED NAME OF AFFIANT

SIGNATURE OF AFFIANT DATE

TITLE

COMPANY NAME

FM-7138 Rev. (03-13)

Exhibit 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, 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 bidder 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