MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID

SEALED BID NO:	**ITB-16-023-MT**
TITLE:	**Sale of a Portion of Board-owned Property Located at N.E. 2 Avenue and N.E. 40 Street**
DESCRIPTION:	Under this Invitation to Bid ("**ITB**"), The School Board of Miami-Dade County, Florida ("**Board**") will consider bids from qualified firms and/or individuals for the purchase and sale of a portion of Board-owned property located at N.E. 2 Avenue and N.E. 40 Street, Miami, Florida.
ITB RELEASE DATE:	**Tuesday, September 6, 2016**
PRE-BIDDERS CONFERENCE DATE/TIME:	**Tuesday, September 27, 2016 at 10 a.m. (Local Time)**
PRE-BID CONFERENCE LOCATION:	**Miami-Dade County Public Schools** **School Board Administration Building** **Auditorium (1st Floor)** **1450 Northeast 2nd Avenue** **Miami, Florida 33132**
DEADLINE FOR QUESTIONS:	**Wednesday, September 28, 2016** **No later than5:00 p.m. (Local Time)** **Email to Chief Procurement Officer**
BID DUE DATE/TIME:	**Tuesday, October 27, 2016 at 2 p.m. (Local Time)**
PUBLIC OPENING OF BIDS:	**Miami-Dade County Public Schools** **School Board Administration Building** **Procurement Management Services** **1450 Northeast 2nd Avenue, Suite 650** **Miami, Florida 33132**
FOR INFORMATION CONTACT:	**See Section 1.2**

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

TABLE OF CONTENTS

Section

1.0	Overview and Bid Procedures ……..	3
2.0	Scope of Services …….	14
3.0	Intentionally Deleted……..	19
4.0	Bid Format …….	19
5.0	Evaluation/Selection Process …….	21
6.0	Attachments ……...	22

Exhibit 1	Cover Page for Invitation to Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Florida Statutes on Public Entity Crimes
Exhibit 4	Anti-Collusion Statement
Exhibit 5	Disclosure of Employment of Former School Board Employees
Exhibit 6	Legal Description and Sketch of Parcel 1
Exhibit 7	Bid Application
Exhibit 8	Bidder's Site Access Agreement
Exhibit 9	Agreement of Purchase and Sale

SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

1.1 ITB TIMETABLE

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

ITB available for distribution:	Tuesday, September 6, 2016
Pre-Bid Conference date, time and place:	Tuesday, September 27, 2016 at 10 a.m. (Local Time) Miami-Dade County Public Schools School Board Administration Building **Auditorium (1st Floor)** 1450 Northeast 2nd Avenue Miami, Florida 33132
Deadline for receipt of questions:	Wednesday, September 28, 2016 No later than 5 p.m. (Local Time) Emailed to Chief Procurement Officer
Deadline for receipt of Bids:	Tuesday, October 27, 2016 No later than 2 p.m. (Local Time)
Notice to Successful Bidder:	On or before November 3, 2016, unless extended by Board
Submittal of Bidder's Access Agreement:	Subsequent to Notice to Successful Bidder
Due Diligence Investigations:	Commencing upon execution of the Bidder's Access Agreement by the parties and ending no later than December 14, 2016
Submittal of Deposit and Purchase Agreement by Successful Bidder:	On or before January 11, 2017 at 12p.m. Local Time
Deposit deemed non-refundable:	January 11, 2017 at 12 p.m. Local Time, unless extended by Board
Projected Board Approval of Contract (tentative):	January 2017 Board meeting
Demolition of Parcel 1 by Board:	Prior to Closing Date

Real Estate Closing Date:	On or before June 30, 2017, unless extended by Board, but in no event later than July 31, 2017

1.2 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Ms. Melody Y. Thelwell Chief Procurement Officer
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	mthelwell@dadeschools.net
Telephone:	(305) 995-1434

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 1.3.** 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.

1.3 CONE OF SILENCE

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

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

A Cone of Silence shall be applicable to each ITB, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include any advertisement and public solicitation

for goods and services in a statement disclosing the requirements of this section.

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

1.4 LOBBYING

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

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: http://www.dadeschools.net/schoolboard/rules/

1.5 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Ms. Melody Y. Thelwell, Chief Procurement Officer, Procurement Management Services, at mthelwell@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.

1.6 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:

- **<u>One</u> (1) unbound <u>original proposal</u> with all attachments and original signatures.**
- **<u>Three</u> (3) bound <u>copies of the original proposal</u>.**
- **<u>Three (3) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.</u>**

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 2:00 p.m. Local Time on October 27, 2016** ("**Bid Opening Date**"), **as specified in the 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: Ms. Melody Y. Thelwell, Chief Procurement Officer
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 1.1**. 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.

1.7 PRE-BID CONFERENCE

A pre-bid conference has been scheduled for **the date, time, and place specified in the ITB Timetable** (see **Section 1.1**). **Attendance is highly recommended but not mandatory.**

1.8 ADDITIONAL INFORMATION / AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Chief Procurement Officer , in accordance with **Section 1.2** above, no later than the deadline for receipt of questions specified in the ITB Timetable (see **Section 1.1**). 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 Chief Procurement Officer at the email address specified in **Section 1.2** above. Emails should have at a minimum, the

Bidder's name, name of Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described at **Section 1.16**.

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 Chief Procurement Officer 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.

Throughout this ITB, the terms "**District**" and "**MDCPS**" shall be used interchangeably and shall have the same meaning as Miami-Dade County Public Schools.

1.9 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITIATION

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.

1.10 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

1.11 ITB POSTPONEMENT/CANCELLATION

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

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

1.12 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.

1.13 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**.

Section 2.6	Bidder Required Information
Exhibit 1	Cover Page for Invitation to Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Florida Statutes on Public Entity Crimes
Exhibit 4	Anti-Collusion Statement
Exhibit 5	Disclosure of Employment of Former School Board Employees
Exhibit 7	Bid Application

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.

1.14 PROPRIETARY/CONFIDENTIAL INFORMATION

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

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.15 EVALUATION/SELECTION PROCESS

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

1.16 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 http://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 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
E-Mail: Dllopiz@dadeschools.net

1.17 NOTICE OF AWARDS

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

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

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

1.18 DEFAULT

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

1.19 PUBLIC RECORDS LAW

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 Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). 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 Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

1.20 ASSIGNMENT

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

1.21 DEBARMENT

Pursuant to Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.22 INDEMNIFICATION

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

1.23 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 ITB.

1.24 INSURANCE REQUIREMENTS (If Applicable)

Prior to being granted access to Parcel 1 under the Bidder's Site Access Agreement attached to this ITB as Exhibit 8, the Bidder shall obtain and maintain without interruption the insurance as outlined below. The Bidder agrees to furnish a fully completed certificate of insurance naming The School Board of Miami-Dade County, Florida as additional insured, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

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

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation

Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: $ 1,000,000 Each Accident
$ 1,000,000 Disease - Policy Limit
$ 1,000,000 Disease - Each Employee

B. Commercial General Liability Insurance

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

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

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

C. Automobile Liability Insurance

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

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

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

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

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

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

1.25 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names (s) and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.26 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 PURPOSE OF ITB; GENERAL INFORMATION

The Board owns, in Fee Simple, Parcel 1, consisting of 18,485 square feet, more or less, and as more particularly described in **Exhibit 6** (hereinafter referred to as the "**Property**" or "**Parcel 1**"), and the contiguous Parcel 2, consisting of 53,762 square feet, more or less (hereinafter referred to as "**Parcel 2**"), located in the Design District on N.E. 2 Avenue and N.E. 40 Street, Miami-Dade County, Florida, collectively described as Folio # 01-3219-014-0011. The combined Parcel 1 and Parcel 2 (hereinafter referred to as the "**Combined Parcels**") currently house the Board's Design and Architecture Senior High School ("**DASH**"). Under this ITB, the Board will consider bids for the purchase of Parcel 1 only, and will continue to retain Fee Simple ownership of Parcel 2 subsequent to the proposed conveyance of Parcel 1 to the Successful Bidder (as hereinafter defined).

Board Policy 7315 - Disposal of Surplus Land and Other Real Property, sets forth the Board's intent in seeking submission of bids from qualified, responsive and responsible Bidders interested in purchasing property owned by the Board. For purposes of this ITB, the term Bidder may be used individually or collectively as the "**Bidder**" or "**Bidders**", and shall mean the legal entity that, if in compliance with all requirements of this ITB including, without limitation, the proffer of a bid amount **meeting or exceeding the fair market value of the Property of $27,000,000.00**, as established by the Board (see Section 2.5 of this ITB), will be the party legally and financially capable of entering into and executing an Agreement of Purchase and Sale (hereinafter referred to as "**Purchase Agreement**") by and between the Bidder and the Board in order to acquire the Property.

It is anticipated that sealed bids will be opened on October 27, 2016, and the responsive and responsible Bidder proffering the highest bid amount (as hereinafter defined in Section 2.6 of this ITB, and hereinafter referred to as the "**Successful Bidder**"), as well as all other responsive and responsible bidders ranked from highest to lowest Bid Amount (hereinafter referred to as the "**Alternate Bidder(s)**"), will be notified of their standing no later than November 3, 2016, unless extended by the Board. Subsequent to being notified that the Bidder is the Successful Bidder, the Successful Bidder shall finalize the Agreement of Purchase and Sale (as hereinafter defined) with District staff, and shall be given the opportunity to conduct, at the Successful Bidder's sole cost and expense, certain due diligence activities at the Property, as specified under Section 2.2 (B) of this ITB, subject to the Bidder's Site Access Agreement being duly executed by the Successful Bidder and Board. Subsequent to completion of the Due Diligence Period (as hereinafter defined), if the Successful Bidder wishes to proceed with the purchase of the Property, the Successful Bidder will then be required to deliver to the Board, prior to 12 Noon Local Time, on or before January 11, 2017: (1) a good faith deposit made payable to "**The School Board of Miami-Dade County, Florida**", in the form of a cashier's check drawn on a local financial institution, in an amount equal to ten percent (10%) of the Successful Bidder's Bid Amount (the "**Deposit**"), which Deposit shall be deposited by the Board within two (2) business days from receipt; and (2) a Purchase Agreement in the final form agreed to by the District, executed by the Successful Bidder; and (3) such additional documents as may be required by the District under this ITB, as set forth under Sections 1.13, 4.1 and 6.0 of this ITB. If the Successful Bidder fails to deliver the required documents and Deposit to the Board by the time

and date stipulated herein, the bid shall be deemed to be non-responsive. In that event, the Board, at its sole authority and discretion, may declare the next highest Alternate Bidder to be the successor, and to proceed with the sale of the Property to the Alternate Bidder so selected. The Alternate Bidder so designated will be given an opportunity to conduct due diligenece activities at the Propery, and to deliver to the Board, a good faith deposit in an amount equal to ten percent (10%) of the Alternate Bidder's bid amount, and such additional documents required under this ITB, under a similar timeframe as was provided to the Successful Bidder.

2.2 TITLE AND DUE DILIGENCE INVESTIGATIONS

A. **Title**. Bidders may, at any time prior to the Bid Opening Date, as set forth in this ITB, obtain evidence of title and complete its title examination of the Property (hereinafter referred to as "**Initial Due Diligence Investigations**"), at Bidder's sole cost and expense. Bidders further acknowledge and represent that as of the Bid Opening Date, Bidders have had the opportunity to complete their Initial Due Diligence Investigations, and based on their Initial Due Diligence Investigations, decide to proceed with this ITB for the purchase of the Property.

B. **Survey and Phase I Environmental Site Assessment**. In addition to the above, and subject to the terms and conditions of the Bidder's Site Access Agreement (see **Exhibit 8**) (hereinafter referred to as the "**Bidder's Access Agreement**"), subsequent to being notified that the Bidder is the Successful Bidder, the Successful Bidder shall have a period commencing upon the Bidder's Access Agreement being duly executed by the Successful Bidder and the Board, and ending no later than December 14, 2016, unless such period is extended by the Board or its designee, at the Board's sole discretion ("**Due Diligence Period**"), to obtain, at the Successful Bidder's option and sole cost and expense, an up to date survey of the Property, prepared in accordance with the minimum technical standards imposed by the Florida Board of Land Surveyors and under seal ("**Survey**"), and a Phase I Environmental Site Assessment (collectively the "**Due Diligence Investigations**"). The Successful Bidder may access the Property only for this purpose, in conformance with the terms and requirements of the Bidder's Access Agreement and this ITB. If obtained by the Successful Bidder, the Survey shall be considered as a part of the Successful Bidder's Title Evidence.

C. **Costs.** Any and all costs and expenses associated or related to Bidder's Initial Due Diligence Investigations and Due Diligence Investigations, shall be borne by the Bidder, at the Bidder's sole cost and expense.

2.3 DEMOLITION; PHYSICAL SEPARATION OF PARCELS; REMOVAL OF FENCING

A. **DEMOLITION**. Subsequent to the Deposit being deemed non-refundable (as defined herein), and prior to the Closing, the Board shall, at the Board's expense, demolish all buildings and structures currently located on Parcel 1. The Board shall retain all right of salvage for any improvements or any furniture, equipment and materials located on Parcel 1, including, but not limited to, the decorative fence located along a portion of the Property fronting N.E. 2 Avenue.

The Bidder acknowledges and agrees that the scope of work related to the demolition does not include remediation or mitigation of any environmental issues, conditions or findings that may be discovered as a part of this work, and the Board shall have no liability or responsibility in this regard.

At Closing, Parcel 1 shall be delivered to the Successful Bidder free of all buildings and

structures, including any debris resulting from the demolition.

B. **INSTALLATION OF A PHYSICAL SEPARATION BETWEEN PARCELS 1 AND 2**.

The Successful Bidder acknowledges that Parcel 2 will continue to be used by the Board to house and operate DASH subsequent to the Closing of Parcel 1. As such, prior to the Closing of Parcel 1 and at the Board's expense, the Board shall install a wall and/or other physical separation within Parcel 2, to serve as a physical barrier between Parcel 1 and Parcel 2, which installation shall remain in place until such time as the Board deems its removal to be appropriate.

C. **REMOVAL OF EXISTING DECORATIVE FENCE**. In addition to the above, the Successful Bidder acknowledges and agrees that the Board shall remove, prior to the Closing of Parcel 1 and at the Board's expense, the decorative fence located along a portion of the Property fronting N.E. 2 Avenue. The Board shall retain all right of salvage for such decorative fence. Subsequent to removal by the Board of the decorative fence, the Board shall install a temporary barrier in its place. Subsequent to Closing, it shall be the obligation of the Successful Bidder, at the Successful Bidder's expense, to install an appropriate temporary or permanent fence or other barrier along the west portion of Parcel 1, in compliance with local code.

2.4 CONDITIONS PRECEDENT TO CLOSING

The following shall be Conditions Precedent to the Closing of the Property:

A. In compliance with the provisions of Section 2.3 (A), demolition by the Board of all buildings and structures currently located onParcel 1.

B. In compliance with the provisions of Sections 2.3 (B), installation by the Board of a physical separation, to serve as a barrier between Parcel 1 and Parcel 2.

C. In compliance with the provisions of Section 2.3 (C), removal by the Board of the decorative fence along a portion of the Property fronting N.E. 2 Avenue, and installation by the Board of a temporary fence in its place. The Board shall retain all right of salvage for the decorative fence.

The Real Estate Closing shall take place on or before June 30, 2017 ("**Closing Date**"), at the sole discretion of the Board, upon thirty (30) days advance notice to the Successful Bidder ("**Notice to Close**"). Notwithstanding the foregoing, in the event the Conditions Precedent cannot be, in the Board's sole discretion, satisfied by the Closing Date, the Board, in its sole authority, may extend the Closing to a date certain on or before July 31, 2017.

2.5 BID REQUIREMENTS

In order for the bid to be considered by the Board, the Bidder must agree to the following:

The Bidder agrees to submit a completed Bid Application as set forth under **Exhibit 7** of this ITB, with all required information provided in full, including without limitation, a bid

amount for purchase of the Property, which amount **shall either meet or exceed the fair market value established by the Board of Twenty-Seven Million Dollars ($27,000,000)** ("**Fair Market Value**"). The Bidder agrees that its acquisition of the Property shall be for cash only, and is not subject to financing ("**All-Cash**"), and no mortgage or other financing shall be provided by the Board. Responsive and responsible Bidders will be ranked from highest to lowest Bid Amount ("**Bid Amount"**), defined as an amount that meets or exceeds the Fair Market Value of the subject Property.

The Bidder recognizes that time is of the essence, and agrees that subsequent to a determination by the District of it being the Successful Bidder, which determination shall be made on or about November 3, 2016, the Bidder shall work diligently with District staff to finalize the Purchase Agreement, and deliver to the Board those documents and other submittals as called for in Sections 1.1, 2.1, 2.2, and 2.6 of this ITB, in a timely manner.

The Successful Bidder acknowledges and agrees that the Deposit shall be deemed non-refundable at 12 p.m. on Wednesday, January 11, 2017, unless such date is otherwise extended by the Board, or its designee, in the Board's sole discretion. If the Purchase Agreement and/or Deposit is not delivered to the District as required under this ITB, then the District may deem the Successful Bidder to be non-responsive, and the District may proceed, in the District's sole discretion, to negotiate with the Alternate Bidder(s).

Subsequent to completion of the Conditions Precedent to Closing, the Property shall be conveyed to the Successful Bidder in its then "AS-IS" "WHERE IS" condition and basis with all faults. The Board makes no representations or warranties whatsoever, either expressed or implied, as to the suitability or efficacy of the Property for any particular purpose or use, nor as to the title or physical condition of the Property. The Successful Bidder, by submitting a response to this ITB and executing the Purchase Agreement, acknowledges and agrees that the Board has made no representations whatsoever, as stated herein, nor as to the environmental condition of the Property. Furthermore, the Bidder represents that it is relying and will continue to rely solely on its own investigations of the Property in its decision to purchase the Property. The Board shall not indemnify the Successful Bidder in any way with respect to the condition of the Property.

Title to the Property shall be conveyed to the Successful Bidder by a Special Warranty Deed, with no representations or warranties of any kind, subject to conditions, restrictions, easements and all limitations of record.

The Purchase Agreement shall be substantially in the form attached hereto as **Exhibit 9**. Subsequent to a determination by the District of it being the Successful Bidder, the Parties may make non-substantive modifications to the Purchase Agreement, subject to review and approval by the Board. The said Purchase Agreement shall not be assignable. All closing costs shall be borne by the Successful Bidder.

In consideration of being the Successful Bidder, and other consideration, the sufficiency and receipt of which is hereby acknowledged, and to facilitate its Due Diligence Investigations on the Property, the Successful Bidder agrees without reservation to the indemnification and insurance requirements contained in Sections 1.22, 1.23 and 1.24 of this ITB and in the Bidder's Access Agreement.

2.6 REQUIRED INFORMATION TO BE SUBMITTED BY BIDDERS AND SCHEDULE FOR SAME

A. BID OPENING DATE

In order to be considered, the Bidder must submit the following documentation, on or before the Bid Opening Date set forth in Section 1.1:

(1) a completed and executed Bid Application as set forth under Exhibit 7 of this ITB, with all sections legible and completed;

(2) any other forms, documentation or information required to be provided by the Bidder as set forth under Sections 1.1, 1.13, 4.1 and 6.0 of this ITB.

B. DETERMINATION OF SUCCESSFUL BIDDER

Subsequent to determination by the District of the Successful Bidder, which determination shall be made on or about November 3, 2016, the Successful Bidder shall:

(1) deliver to the Board the Bidder's Access Agreement (see Exhibit 8), duly executed by the Successful Bidder; and

(2) conduct its Due Diligence Investigations during the Due Diligence Period, as outlined in Section 2.2 of this ITB. Notwithstanding the foregoing, the Bidder acknowledges and agrees that the Due Diligence Period shall not commence until the Bidder's Access Agreement is fully executed by the Successful Bidder and the Board, and the commencement date under the Bidder's Access Agreement has been established by the Board.

C. SUBSEQUENT TO DUE DILIGENCE PERIOD

If the Successful Bidder wishes to proceed with the purchase of the Property subsequent to the Due Diligence Period, the Successful Bidder shall be required to deliver to the Board prior to 12 Noon Local Time, on or before Wednesday, January 11, 2017, the following:

(1) the Deposit, as provided for in this ITB, equal to ten percent (10%) of the Bid Amount, as earnest money, which the Board shall deposit in a non-interest bearing account; and

(2) the Purchase Agreement (see Exhibit 9) in final form as approved by the District, duly executed by the Successful Bidder.

It is anticipated that authorization to execute and enter into the Purchase Agreement will be presented to the Board at its January, 2017 meeting. Subsquent to the Board's approval of the Purchase Agreement, pursuant to the necessary vote at a duly called, regular Board meeting, the Purchase Agreement will be routed for execution on behalf of the Board. Upon execution by the Board, a fully executed copy of the Purchase Agreement will be provided to the Successful Bidder. In the event the Board does not approve the Purchase Agreement, the Deposit will be returned to the Successful Bidder and both Parties will be relieved of all further obligations under this ITB.

SECTION 3.0 – INTENTIONALLY DELETED

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 1.6** 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 cause the bid to be deemed non-responsive and ineligible for award.

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) Bid Application

   The Bid Application, as set forth under Exhibit 7 of this ITB, shall be submitted per the directions in that exhibit. Be sure to include your signature as required on the Bid Application.

4) Required Forms & Attachments

   The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of its bid on or before the Bid Opening Date. 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 Invitation to Bid

Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Florida Statutes on Public Entity Crimes
Exhibit 4	Anti-Collusion Statement
Exhibit 5	Disclosure of Employment of Former School Board Employees
Exhibit 7	Bid Application

4.2. PROPOSAL PREPARATION REQUIREMENT

(1) **All ITB Bidders must submit one (1) unbound, one-sided original with all attachments and original signatures, three (3) bound copies of the original proposal, and three (3) electronic versions on CD or memory stick.** See Section 1.6.

(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:

BID BOX

Miami-Dade County Public Schools
Procurement Management Services
Attn.: Ms. Melody Y. Thelwell
Chief Procurement Officer
Procurement Management Services
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

ITB No.: ITB-16-023-MT
ITB Title: Sale of a Portion of Board-owned Property Located at N.E. 2 Avenue and N.E. 14 Street
Proposal Due Date: Thursday, October 27, 2016, by 2 p.m. EST (local time)

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 www.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 OF BIDS

The Board will consider bids from all responsive and responsible Bidders who meet the minimum requirements set forth in this ITB, including the proffer of an All-Cash bid amount **meeting or exceeding the advertised Fair Market Value.**

It is to be expressly understood that the Board may award and enter into a contract for the sale of the Property at its sole discretion and as it deems to be in the Board's best interest. The Board reserves the right to reject all bids. It is further understood that interested parties shall not rely on the verbal information received from District staff.

5.3 PRICE

A completed Bid Application under this ITB must be submitted by Bidders at the time of proposal submission with its proposal package. See **Exhibit 7**

5.4 AWARD

The recommendation for award shall be submitted through the Chief Procurement Officer to the School Board.

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

SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Florida Statutes on Public Entity Crimes
Exhibit 4	Anti-Collusion Statement
Exhibit 5	Disclosure of Employment of Former School Board Employees
Exhibit 6	Legal Description and Sketch of Parcel 1
Exhibit 7	Bid Application
Exhibit 8	Bidder's Site Access Agreement
Exhibit 9	Agreement of Purchase and Sale

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:

MAILING ADDRESS:

Street Address:_____

City, State, Zip:_____

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, IF APPLICABLE:

BIDDER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

Signed By:_____ Date:_____

Print Name: _____ Title: _____

Exhibit 2
ACKNOWLEDGEMENT OF AMENDMENTS

I**nstructions:** 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
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 l, 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 Statues 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, l989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contender.

5. I understand that “affiliate” is defined by the statute to mean (l) 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

Page 2 of 2

Exhibit 4
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 does business. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of 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 5

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www2.dadeschools.net/schoolboard/rules, all bidders, 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 of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

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

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 www2.dadeschools.net/schoolboard/rules all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

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

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

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

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

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

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL