



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

**SEALED BID NO:** ITB-16-051-AC

**TITLE:** Commercial Leasing of Paved-Parking Facilities at Coconut Grove Elementary School

**DESCRIPTION:** The purpose of this bid is to solicit bids from qualified individuals and/or firms for the commercial leasing of the parking facilities located at Coconut Grove Elementary School, at 3351 Matilda Street, Miami, FL 33133.

**TERMS:** An initial term of one (1) year with two (2), one (1) year lease extension options, at the Board's sole discretion.

**ITB RELEASE DATE:** Monday, June 12, 2017

**PRE-BIDDERS CONFERENCE DATE/TIME:** Tuesday, June 27, 2017, at 10 a.m. EST

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

**DEADLINE FOR QUESTIONS:** Wednesday, June 28, 2017 at 5 p.m. EST

**BID DUE DATE/TIME:** Thursday, July 13, 2017 at 2 p.m. EST

**PUBLIC OPENING OF BIDS:** Thursday, July 13, 2017 at 2 p.m. EST

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

**FOR INFORMATION CONTACT:** Adenia Clark  
Director of Procurement  
Phone: (305) 995-1613  
Fax: (305) 523-4991  
Email: [alclark@dadeschools.net](mailto:alclark@dadeschools.net)

Visit our website at [procurement.dadeschools.net](http://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 are committed to provide educational excellence for all.

#### **MISSION**

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

#### **CORE VALUES**

##### **Excellence**

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

##### **Integrity**

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

##### **Equity**

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

##### **Citizenship**

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

### **1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS**

M-DCPS is seeking bids from qualified firms for the commercial leasing of the parking facilities located at Coconut Grove Elementary School, at 3351 Matilda Street, Miami, FL 33133 (“**Parking Lot**”). The selected bidder will be awarded a one (1) year agreement, with two (2) one-year options to renew at the District’s sole discretion.

### 1.3 ITB TIMETABLE

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

ITB available for distribution:	Monday, June 12, 2017
Pre-Bid Conference date, time and place:	Tuesday, June 27, 2017, at 10 a.m., Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Wednesday, June 28, 2017 No later than 5:00 p.m. (Local Time) Emailed to Procurement Analyst (See Section 1.4)
Deadline for receipt of Bids:	Thursday, July 13, 2017 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	August 9, 2017 (tentative)
Projected Contract start date:	On the date that the successful Bidder has completed all pre-conditions of the lease agreement, to the Board's satisfaction, at the Board's sole discretion

### 1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Adenia Clark Director of Procurement
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	<a href="mailto:Alclark@dadeschools.net">Alclark@dadeschools.net</a>
Telephone:	(305) 995-1613

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/](https://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 Adenia Clark, Director of Procurement, [alclark@dadeschools.net](mailto:alclark@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 an initial period of one (1) year with two (2) one (1) year lease extension options, at the Board's sole discretion. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. 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.**
- **Three (3) bound copy of the original proposal.**
- **Three (3) 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: Adenia Clark  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132**

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

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

## 1.10 PRE-BIDDERS CONFERENCE

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

## 1.11 ADDITIONAL INFORMATION/AMENDMENT

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

Email requests for additional information will be received by the Procurement Analyst at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of 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 1.24**.

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

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Procurement Analyst prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 2**).

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

## 1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

## 1.13 PERFORMANCE OR PAYMENT BONDS

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

## 1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for 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](http://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 school board Policy 6320.

Bidders claiming local bidder preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 3)** 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. Each bidder **MUST** submit Exhibit 8, Bid Receipt Form, which provides documentation of the submittal date and time.



### **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 cancelation shall be posted on the District's website and sent to all Bidders solicited.

### **1.19 COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

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

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

- a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see Sections 4.0 and 4.1.

Exhibit 1	Cover Page for Invitation to Bid
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
Exhibit 8	Proposal Submittal Receipt Form

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](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 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: [DIlopiz@dadeschools.net](mailto:DIlopiz@dadeschools.net) & [CeliaRubio@dadeschools.net](mailto:CeliaRubio@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(I) 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, Fl.Stat. (2007). In addition, the provisions of § 1012.467, Fl.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](mailto: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**

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

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

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

Part One: "Statutory"

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

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

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

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

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10. In addition, Company shall also name Jaguar Restaurant or such other property owner or business operator, located at 3067 Grand Avenue, Coconut Grove, FL 33133, as an additional insured on a form no more restrictive than the CG 20 10.

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

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive

endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

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

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

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

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

#### **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](mailto: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.

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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 bids from qualified firms and/or individuals for the commercial leasing of the Parking Lot located at Coconut Grove Elementary School, at 3351 Matilda Street, Miami, FL 33133. The successful Bidder will be awarded a non-exclusive lease agreement (“**Lease Agreement**”) with an initial term of one (1) year, and two (1) one-year lease extension options, at the Board’s sole discretion.

**For purposes of this Invitation to Bid (“ITB”), the term “Bidder” or “Bidders” shall mean the legal entity or individual submitting a response to this ITB for the commercial leasing of the Parking Lot. The term “Bidder” or “successful Bidder” may also be referred to as the “Lessee”. In addition, throughout this ITB, the terms “District” and “M-DCPS” shall be used interchangeably and shall have the same meaning as Miami-Dade County Public Schools.**

As outlined in Section 5 of this ITB, all bids will be evaluated to determine if criteria “1” through “8” under Section 2.3 of this ITB have been met. All bids meeting criteria “1” through “8” and all other requirements of this ITB will be deemed qualified and will be ranked based solely on the annual rental amount offered. The contract award shall be made to the highest responsive and responsible Bidder whose bid is determined to meet all of the criteria of this ITB, and who has offered the highest annual rental amount. **In the event the District is unable to award and/or enter into a contract with the highest responsive and responsible Bidder meeting all listed criteria and offering the highest annual rental rate, the Board reserves the right to award a contract to the highest responsive and responsible Bidder meeting all listed criteria and offering the next highest annual rental rate.**

It is to be expressly understood that the Board will award and enter into a contract for the leasing of the Parking Lot, at its sole discretion and as it deems to be in the Board and District’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 M-DCPS staff.

### 2.2 SCOPE OF SERVICES

- A. The successful Bidder shall have non-assigned and non-exclusive use of a portion of the Parking Lot, located at 3351 Matilda Street, Coconut Grove, consisting of a total of thirty-two (32) parking spaces (see Exhibit 9). It is understood and agreed that the Parking Lot contains a total of thirty-five (35) parking spaces; however three (3) of the thirty-five (35) parking spaces are reserved at all times (24 hours a day/7 days a week) for use by Jaguar Restaurant or such property owner and/or business operator located at 3067 Grand Avenue, Coconut Grove. The location of the three (3) reserved parking spaces, are shown on Exhibit 9. Therefore, the Lease Agreement shall only include thirty-two (32) parking spaces, and the successful Bidder shall only have use of thirty-two (32) parking spaces.
- B. The successful Bidder shall supervise the Parking Lot during its period of use and shall secure and lock all Parking Lot gates at the end of each daily period the successful Bidder has use of the Parking Lot. The Parking Lot shall be attended at all times during the successful Bidder’s period of use, at the successful Bidder’s sole cost and expense, by at least one uniformed parking attendant and, if necessary, by such additional personnel as may be required to comply with the terms of the Lease Agreement, and to maintain the Parking Lot safe and secure. If at any time during the successful Bidder’s period of use of the Parking Lot, the successful Bidder closes the Parking Lot, the successful Bidder may not

discontinue on-site supervision of the Parking Lot if patron vehicles are parked within the Parking Lot.

C. The maximum available hours of use for the Parking Lot shall be:

Monday-Thursday	4:00 p.m. through 5:00 a.m.
Weekends	4:00 p.m. Friday through 5:00 a.m. Monday
Holidays	4:00 p.m. of previous day (if a school day) through 5:00 a.m. of the following day for those holidays observed by the Board

It is expressly understood that the above hours of use are the maximum authorized by the Board. The successful bidder acknowledges and agrees that the hours of use may be further limited by the City of Miami, Miami-Dade County, or other jurisdictional entities, and it is the successful Bidder's sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to submittal of its bid.

D. **Use of the Parking Lot shall be limited to the provision of self-parking, valet parking, or combined self/valet parking services. The successful Bidder acknowledges and agrees that use of the Parking Lot for self, valet or combined self/valet purposes may be restricted or prohibited by the City of Miami, Miami-Dade County or other jurisdictional entities, and it is the successful Bidder's sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami, Miami-Dade County or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its bid.**

It is expressly understood that the above house of use are the maximum authorized by the Board. The successful bidder acknowledges and agrees that the house of use may be further limited by the City of Miami, Miami-Dade County, or other jurisdictional entities, and it is the successful Bidder's sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of this bid.

E. At time of bid submittal, the successful Bidder must provide evidence of a minimum of three (3) years recent and verifiable experience by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement, in the type of use for which the Parking Lot will be leased (e.g., if proposed use is for self-parking, evidence of a minimum of three (3) years recent and verifiable experience in self-parking must be presented by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement). Such evidence of experience must be in written or document form acceptable to the Board and be of sufficient detail to allow the Board to verify the information (e.g., licenses, agreements) and must be included with the bid at time of submittal. The successful Bidder's failure to provide this information may, at the Board's sole option, cause the bid to be deemed unqualified and non-responsive.

F. The Lease Agreement between the parties must be executed by the successful Bidder and returned to the Board within ten (10) business days after receipt from the Board. The successful Bidder's failure to execute and return the Lease Agreement within the designated time period shall cause the successful Bidder to be in default and may, at the Board's sole option, render the contract award to the successful Bidder null and void.

G. The successful Bidder shall have the sole responsibility for complying with local parking lot ordinances, securing applicable licenses, certificates, permits, use approvals, and/or other approvals through the City of Miami, Miami-Dade County or other governmental agencies. Such responsibility shall include payment of all fees, expenses, monies, and any other additional charges or surcharges by the local government or other governmental agencies, as well as provision of all necessary applications and documents. The successful Bidder

shall not operate or use or occupy the Parking Lot until the successful Bidder has obtained all required licenses, certificates, permits, use approvals and/or other approvals and same have been reviewed and approved by the Board. Any repairs or improvements of the Parking Lot required as a pre-condition to licensing, including any repairs or improvements required by the City of Miami, Miami-Dade County or other governmental or jurisdictional entities, shall be done at the successful Bidder's sole cost and expense, with the Board's prior written approval.

- H. The successful Bidder expressly agrees that it shall not operate or use the Parking Lot until the successful Bidder completes, to the Board's satisfaction, all pre-conditions of the Lease Agreement, which shall include, without limitation, the following:
- (1) Timely delivery of the Lease Agreement to the Board, duly executed by the successful Bidder,
  - (2) submittal to the Board of all necessary licenses, certificates, permits, use approvals or other approvals as required by the City of Miami, Miami-Dade County, or other jurisdictional entities, for the use of the Parking Lot,
  - (3) Submittal to the Board of evidence of insurance in compliance with this ITB,
  - (4) Submittal to the Board of sufficient documentation, evidencing that the successful Bidder is active and authorized to do business in the State of Florida, including any and all documentation relating to the successful Bidder's formation and legal standing, including the necessary resolutions verifying that the successful Bidder is authorized to enter into the Lease Agreement, and that the party signing the Lease Agreement is fully authorized and has the legal capacity to do so, on behalf of the successful Bidder,
  - (5) Confirmation that the successful Bidder has registered with the Complete Consulting Services Group or its successor entity, in compliance with the Parking Surcharge Ordinance (as defined below), and
  - (6) Submittal of any other documentation required by the Board for commencement of the successful Bidder's use of the Parking Lot.
- I. If a bid is submitted by a corporation or other business or legal entity, Lessee shall submit with its bid, sufficient documentation, acceptable to the Board, that the corporation or legal entity is active and authorized to do business in the State of Florida at the time of bid submittal, and that its corporate or legal status shall remain active and unchanged at the time of award of the bid and execution of all documentation relating to such award, including the Lease Agreement and at the commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Bidders must provide any and all documentation, acceptable to the Board, relating to its formation, existence and legal and good standing, including without limitation, verification, satisfactory to the School Board Attorney's Office, that Lessee is authorized to enter into the Lease Agreement and that the party signing this bid is fully authorized and empowered to do so and has the legal capacity 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.
- J. If the successful Bidder fails to secure all necessary government approvals within ninety (90) days of receipt of the Lease Agreement from the Board, or if, within said time period, the successful Bidder fails to provide written notice to the Board indicating the status of the successful Bidder's government approvals and providing a date, agreeable to the Board, by which such approvals will be obtained, the Board may, at its sole option, cancel the Lease Agreement with no compensation due to the successful Bidder.
- K. In addition to payment of rent to the Board, Lessee shall make the required parking surcharge payments each month in compliance with the City of Miami Ordinance 11813 ("**Parking Surcharge Ordinance**"), and shall comply with all provisions of the Parking Surcharge Ordinance, including, without limitation, submitting all documentation required by the Parking

Surcharge Ordinance. In addition, the Lessee shall submit a certification to the Board on a monthly basis, certifying that the Lessee has made the required Parking Surcharge payment for the previous month, as required under the Parking Surcharge Ordinance, along with a copy of the Parking Surcharge payment check. The Lessee's failure to comply with the Parking Surcharge Ordinance shall cause the Lessee to be in default under the Lease Agreement, and the Board may, at its sole option, terminate the Lease Agreement.

- L. The minimum bid amount under this ITB for the first year of the Lease Agreement for the Parking Lot shall be \$66,000 annually.
- M. In the event the Board requires use, on an interim basis, of the Parking Lot for maintenance or construction related purposes, Lessee acknowledges and agrees that all or portions of the Parking Lot may be unavailable for use by the Lessee, for a prescribed period of time, with a corresponding reduction in rent. In such event, the Board shall provide written notice to Lessee advising of the Board's need for all or portions of the Parking Lot, as well as the effective date of such need and the rent reduction amount based on the number of parking spaces required by the Board within the Parking Lot. The number of parking spaces, location and duration of need may be modified from time to time by the Board, at the Board's sole discretion, as the project progresses. The monthly rent paid by Lessee at the time of such parking space reduction shall be reduced in proportion to the number of parking spaces made unavailable for use by Lessee during the period of reduction. The Board shall provide written notice to Lessee advising that the Parking Lot or affected portions thereof are again available for use by Lessee, and the rental amount paid by Lessee shall increase to the current rental rate for use of the entire Parking Lot then in effect.
- N. Additional required terms and conditions are contained in the attached Lease Agreement (**see Exhibit 10**). By submitting a bid and executing the Price Proposal under Section 3 of this ITB, Bidder acknowledges and agrees that Bidder has read the Lease Agreement attached to this ITB (**Exhibit 10**), and agrees to all the terms and conditions as set forth therein.

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**2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER**

In no more than fifteen (15) 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) Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida.		
c) Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d) 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)		
e) Valid e-mail address for SAP system communications (i.e. PO's)		
f) it is the successful Bidder's sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami, Miami-Dade County or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of this bid.		
g) The name of the legal entity or individual who is submitting the bid and with whom the Board would be entering into the Lease Agreement. Please note that the entity must have the legal status to enter into a binding agreement, and Bidders shall furnish the necessary documentation, acceptable to the Board, certifying the entity's formation, existence, legal, and good standing status and authority to execute and enter into this agreement, as outlined in Sections 1.42 and 2.2 of this ITB.		
h) Proposed use (self-parking, valet, or combined self/valet parking services).		
i) Hours of use. <b><i>The proposed days and hours of use shall not exceed the maximum allowable time periods outlined in Section 2.2 of this ITB.</i></b>		
j) Annual rental amount offered. <b><i>The annual rental amount for the initial one-year lease term shall be a minimum of \$66,000.</i></b>		

<p>k) Evidence of a minimum of three (3) years recent and verifiable experience by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement, in the type of use for which the Parking Lot will be leased (e.g., if proposed use is for self-parking, evidence of a minimum of three (3) years recent and verifiable experience in self-parking must be presented by the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement). Please note that such evidence of experience must be in written or document form, acceptable to the Board and be of sufficient detail to allow the Board to verify the information (e.g., licenses, agreements), and must be included with your bid at time of submittal. The Bidder's failure to provide this information may, at the Board's sole option, because the Bidder's bid to be deemed unqualified and non-responsive.</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Company/ Location</u></td> <td style="text-align: center;"><u>Experience in</u></td> <td style="text-align: center;"><u>Length of time</u></td> <td style="text-align: center;"><u>Contact/ Phone #</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table> <p><b>(Please attach required evidence of experience, as specified above)</b></p>	<u>Company/ Location</u>	<u>Experience in</u>	<u>Length of time</u>	<u>Contact/ Phone #</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____		
<u>Company/ Location</u>	<u>Experience in</u>	<u>Length of time</u>	<u>Contact/ Phone #</u>																			
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<p>l) A minimum of three (3) signed original verifiable reference letters for the specified legal entity submitting the bid and with whom the Board would be entering into the Lease Agreement, in the specific type of use the Parking Lot will be leased for. <b>Such reference letters shall be no more than six (6) months old, and include contact information for the individual signing the letter. Please attach 3 signed reference letters and provide contact information for individuals signing letters</b></p>																						
<p>m) If a bid is submitted by a corporation or other business or legal entity, sufficient documentation, acceptable to the Board, that the corporation or legal entity is active and authorized to do business in the State of Florida at the time of bid submittal, and that its corporate or legal status shall remain active and unchanged at the time of award of the bid and execution of all documentation relating to such award, including the Lease Agreement and at the commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Bidders must provide any and all documentation, acceptable to the Board, relating to its formation, existence and legal and good standing, including without limitation, verification, satisfactory to the School Board Attorney's Office, that the party signing this bid is fully authorized and empowered to do so and has the legal capacity 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.</p>																						
<p>n) All other forms, documentation or information required to be provided by the Bidder under this ITB, as set forth under Sections 1.20, 1.40, 2.3, 4.1 and 6.0 of this ITB, with all sections legible and completed in full.</p>																						
<p>o) Acknowledgment and agreement to all terms and conditions contained in the Lease Agreement for the Parking Lot.</p>																						

**SECTION 3.0 - PRICE PROPOSAL LIST**

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

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

The price quoted shall include all travel and living expenses and will be firm and fixed for a period of one year, with two (2) one year contract extensions (with rate increases for each one-year contract extension period as specified in the Lease Agreement).

The Price Proposal shall meet all requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

**The minimum bid amount for the Parking Lot Facility is Sixty Six Thousand Dollars and Zero Cents (\$66,000) annually for the initial one-year lease term.**

**For this Section 3.0 - Price Proposal:**

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

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

Please complete all information noted below. Failure to provide a response in each area may render this bid as non-responsive. **Additional information may be provided by the Bidder, but will not relieve the Bidder from its obligation to submit a completed Price Proposal with its bid submittal.**

1. Complete Legal Name of Bidder:  
\_\_\_\_\_  
\_\_\_\_\_

2. Bidder Information:  
(a) Contact Information:  
(1) Telephone Number: \_\_\_\_\_  
(2) Cell Phone Number: \_\_\_\_\_  
(3) E-Mail Address: \_\_\_\_\_  
(4) Fax Number (if applicable): \_\_\_\_\_  
(5) Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

3. Name of Parking Lot and ITB Number: \_\_\_\_\_  
\_\_\_\_\_

4. Proposed Use of Parking Lot (e.g., self-parking, valet or combined self/valet parking):  
\_\_\_\_\_  
\_\_\_\_\_



**Note: Valet or combined self/valet parking is subject to School Board approval.**

5. Proposed days and hours of use:

\_\_\_\_\_

**Note: Note: The proposed days and hours of use shall not exceed the maximum allowable time periods outlined in Section 2.2 of the ITB.**

6. Annual rental amount proposed for the initial one-year term of the Lease Agreement:

Annual Rental Amount: \$ \_\_\_\_\_

**Note: This amount must equal or exceed the minimum annual bid amount of \$66,000, as set forth under Section 2.2 of this ITB.**

**3.1. Acknowledgement and Agreement by Bidder:**

By signing below, Bidder (1) acknowledges that Bidder has read the Lease Agreement attached as Exhibit 10 of the ITB, and agrees to all the terms and conditions as set forth therein, (2) confirms Bidder's compliance or agreement to comply with all terms of the ITB, including, without limitation, Section 2 of the ITB, (3) affirms that the party signing below is authorized to do so on behalf of the Bidder, and (4) certifies and confirms that the information contained in this Price Proposal and in Bidder's bid submittal, including any and all attachments, is true and correct.

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

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

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

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

*The Remainder of this Page was left Intentionally Blank.*

## 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 2.3** of this ITB. The Bidder must respond to ALL Requirements, in the order listed, in **Section 2.3** of this ITB, using the same numbering system.

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 resumes of key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

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 **Sections 2.3, 3.0 and 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
Exhibit 8	Proposal Submittal Receipt Form
Section 2.3	Required Information to be submitted by Bidder
Section 3.0	Price Proposal

**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 version 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 Procurement Analyst to properly handle the sealed container without revealing the contents until the proposals are opened.

<b>SEALED PROPOSAL ENCLOSED</b> (To be opened by the Contact Person noted below)	
Bidder's Name: Bidder's Address: Bidder's Telephone Number:	<b><u>BID BOX</u></b>  Miami-Dade County Public Schools Procurement Management Services <u>Attn: Adenia Clark</u> Director of Procurement School Board Administration Building 1450 N.E. 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-16-051-AC ITB Title: Commercial Leasing of Paved Parking Facilities Proposal Due Date: Thursday, July 13, 2017, 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:

<http://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 and rank all responsive and responsible Bids based on the criteria listed herein, specifically Section 2 and Section 3. The contract will be awarded to the highest responsive and responsible Bidder meeting all listed criteria and offering the highest annual rental rate, pursuant to Board Policy 7520 – Leasing of School Board-Owned Property (See Exhibit 11). Failure to provide all necessary information to determine if criteria “1” through “8” under Section 2.3 of this ITB as well as all other requirements of this ITB have been met may cause the bid to be deemed non-responsive and ineligible for award.

Any person or entity, which at the time of bid submittal, is in arrears or default regarding any obligation to The School Board of Miami-Dade County, Florida, shall be ineligible for award.

It is to be expressly understood that the Board will award and enter into a contract for the leasing of the Parking Lot, at its sole discretion and as it deems to be in the Board and District'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 M-DCPS staff.

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

**The Board reserves the right to award the contract to the highest responsive and responsible Bidder meeting all listed criteria and offering the next highest annual rental rate in the event the District is unable to consummate a lease agreement with the highest responsive and responsible Bidder meeting all listed criteria and offering the highest annual rental rate.**

### 5.3 PRICE PROPOSAL LIST

A completed price proposal list is required under this ITB, which is due 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

All bids will be evaluated to determine if criteria “1” through “8” under Section 2.3 of this ITB have been met. All bids meeting criteria “1” through “8” and all other requirements of this ITB will be deemed qualified and will be ranked based solely on the annual rental amount offered. The contract award shall

be made to the highest responsive and responsible Bidder whose bid is determined to meet all of the criteria of this ITB, and who has offered the highest annual rental amount. No other factors or criteria shall be used in the evaluation. **In the event the District is unable to award and/or enter into the contract with the highest responsive and responsible Bidder meeting all listed criteria and offering the highest annual rental rate, the Board reserves the right to award the contract to the highest responsive and responsible Bidder meeting all listed criteria and offering the next highest annual rental rate.**

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

In this ITB Process, the award decision will be made by the School Board, pursuant to the necessary vote at a duly called, regular School Board meeting, whose decision shall be final.

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## SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Invitation To Bid
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
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Location Map of parking facilities at Coconut Grove Elementary School
Exhibit 10	Non-Exclusive Lease Agreement for parking facilities at Coconut Grove Elementary School
Exhibit 11	School Board Policy 7520 (Leasing of School Board-Owned Property)

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**EXHIBIT 1**

**Cover Page for Proposal**

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

**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\_\_

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**PART II:**

No Addendum was received in connection with this solicitation.

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

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

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

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

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

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

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





**Exhibit 4**  
**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](http://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.

<b>NAME</b>	<b>LIST OF POSITIONS</b>	<b>DATES EMPLOYEE HELD POSITION</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DISCLOSURE OF CONFLICT OF INTEREST**

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

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net). Any 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

**EXHIBIT 8  
PROPOSAL SUBMITTAL RECEIPT FORM**

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package.

<b>ITB Name and Number:</b>	ITB-16-051-AC Commercial Leasing of Paved Parking Facilities at Coconut Grove Elementary School
<b>ITB Due Date:</b>	July 13, 2017 @ 2:00pm EST
<b>Bidder Name and Address:</b>	
<b>Bidder's Date and Time of Submission:</b>	
<b>Authorized Bidder's Signature:</b>	
<b>Procurement Management Staff Name and Signature:</b>	
<b>Verify Date and Time of Bidder's Submission:</b>	