



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

SEALED BID NO: ITB-17-015-CV

TITLE: Emergency Debris and Hazardous Tree Removal

DESCRIPTION: The purpose of this Invitation to Bid (ITB) is to establish a list of preapproved vendors, to provide emergency debris and hazardous tree removal services for Maintenance Operations.

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

ITB RELEASE DATE: Friday, May 4, 2018

**PRE-PROPOSAL CONFERENCE
DATE, TIME AND PLACE:** Wednesday, May 9, 2018, at 11:00 a.m. EST

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

DEADLINE FOR QUESTIONS: Wednesday, May 9, 2018, at 5 p.m. EST

BID DUE DATE/TIME: Thursday, May 24, 2018, at 2 p.m. EST

PUBLIC OPENING OF BIDS: Thursday, May 24, 2018, at 2 p.m. EST

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

FOR INFORMATION CONTACT: Claudette VanWhervin, CPPB
Procurement Analyst
Phone: (305) 995-2338
Fax: (305) 523-4988
Email: cvanwhervin@dadeschools.net

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

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SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County Public Schools (“M-DCPS”) is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of M-DCPS are as follows:

VISION

We provide a world class education for every student.

MISSION

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

CORE VALUES

Excellence

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

Equity

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

Student Focus

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

Innovation

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

Accountability

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

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

The School Board of Miami-Dade County, Florida (The District) is soliciting bids from qualified firms and/or individuals to establish a list of preapproved vendors, to provide emergency debris and hazardous tree removal services for Maintenance Operations.

The selected Bidder(s) will be awarded a two (2) year agreement, with three (3) one-year (1) options to renew at the District’s sole discretion.

1.3 ITB TIMETABLE

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

ITB available for distribution:	Friday, May 4, 2018
Pre-Proposal Conference date, time and place:	Wednesday, May 9, 2018, at 10:00 a.m. Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Wednesday, May 9, 2018 No later than 5:00 p.m. (Local Time) Emailed to Buyer (See Section 1.4)
Deadline for receipt of proposals:	Thursday, May 24, 2018, at 2 p.m. No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	June 20, 2018
Projected Contract start date:	June 20, 2018

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Claudette VanWhervin, CPPB Procurement Analyst
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	cvanwhervin@dadeschools.net
Telephone:	(305) 995-2338

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 (ITB), Invitation To Bid (ITB), or other competitive solicitation between:

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

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

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

1.6 LOBBYING

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

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

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

1.7 ITB AVAILABILITY

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

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of two (2) years with three (3) successive options to renew of one-year each, all at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

1.9 BIDSUBMISSION

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

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

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

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

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

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

1.10 PRE-BIDDERS CONFERENCE

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

1.11 ADDITIONAL INFORMATION/AMENDMENT

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

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

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

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

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

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

1.13 PERFORMANCE OR PAYMENT BONDS

Payment Bond 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>

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

1.15 LOCAL PREFERENCE

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by Statute as reflected in School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the Vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, Vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A Vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with 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 Vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local Vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

Bidders claiming local Vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of 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) Bidders must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see **Section 4.1**.

- Exhibit 1 Cover Page for Invitation to Bid
- Exhibit 2 Acknowledgment of Amendments
- Exhibit 3 Local Business Affidavit of Eligibility
- Exhibit 4 Florida Statutes on Public Entity Crimes
- Exhibit 6 Vendor 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/Vendor 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 Vendor, supplier, subVendor, 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 5**) that must be completed and notarized prior to award unless, an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

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

1.23 EVALUATION/SELECTION PROCESS

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

1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

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

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

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

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

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Dllopiz@dadeschools.net & 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 Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM. The Status Verification System, also referred to as "E-verify", only applies to construction and professional services contracts using federal funds.

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

The Vendor shall require that the following provision be placed in each subcontract at every tier. "The subVendor shall certify to the main (prime or general) Vendor by affidavit that the subVendor has verified through the Status Verification System the employment status of each new employee in the respective subVendor, 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 subVendor 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 Vendor'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, subVendors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds, must meet level 2 screening requirements as described in the above-referenced Statutes and School Board policies.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional Vendor, 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 Vendor 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 Vendor shall keep and maintain public records required by the School Board to perform the service. The awarded Vendor shall keep records to show its compliance with program requirements. Awarded Vendors and subVendors 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 Vendor 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 Vendor 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 Vendor does not transfer the records to the public agency. The awarded Vendor 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 Vendor or keep and maintain public records required by the School Board to perform the service. If the awarded Vendor transfers all public records to the School Board upon completion of the contract, the awarded Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Vendor keeps and maintains public records upon completion of the contract, the awarded Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

1.32 ASSIGNMENT

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

1.33 TERMINATION FOR CONVENIENCE

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

1.34 DEBARMENT

Pursuant to School Board Policy 6320, Vendor Debarment Procedures – Debarred Vendors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other Vendors, subVendors 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 Vendors, 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

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# ITB-17-015-CV**

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 being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for

award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

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

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

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

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

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

Or

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

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

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

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

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33125

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

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Maria G. Hernandez at 305-995-3005.

1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

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

1.43 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.

1.44 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

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

1.45 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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

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

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SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

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 Invitation to Bid (ITB) may result in deductions in the allocation of points by the Selection Committee.

2.1 GENERAL INFORMATION

The School Board of Miami-Dade County, Florida (the "District") is soliciting bids to establish a pool of preapproved qualified individuals and/or firms to provide emergency debris and hazardous tree removal services for Maintenance Operations. The preapproved vendors will be contacted to submit a competitive quotation for specific scope of work.

This ITB is open to participation by all eligible bidders. Preference points will apply to all responsive and responsible bidders as follows:

10% Preference Points For SBE/MBE Certified Bidders And 5% Preference Points For All Local Bidders. All bidders claiming preference points MUST provide documentation of their firm's SBE/ MBE certification from the District's Office of Economic Opportunity and/or the required local vendor affidavit to meet this requirement.

2.2.1 PROJECT DESCRIPTION AND REQUIREMENTS

- a) The purpose of this bid is to set forth specifications and establish a contract with an approved pool of contractors to furnish all labor, supervision, equipment and materials necessary to remove and lawfully dispose of storm generated debris from The School Board of Miami-Dade County property and right-of-way areas. The debris removal shall also include the removal of storm generated dangerous hanging tree limbs, leaning trees, tree or palm stumps and associated storm generated debris from The School Board's properties and right-of-way areas. All bidders who meet or exceed the criteria established in this Invitation to Bid shall be placed on a Preapproved List, and will periodically be invited to respond to a "Request for Quote" for emergency debris and hazardous tree removal. All prices shall be firm for the term of the quote. **Qualifications may be solicited on the yearly anniversary of the award, in order to expand the pool of eligible providers.** Subject to approval, additional vendors' qualifications will be evaluated and approved in accordance with the terms of the bid proposal and specifications and added to the pool as they become available. The successful vendor(s) agrees to this condition by signing its bid.

- b) Work under this contract will be awarded to all responsive, responsible bidders based on price quotes submitted for the various phases of service needed and the bidder's ability to mobilize crews in order to expedite the overall cleanup process throughout the District.
- c) Other disaster response and recovery work or conditions may be added, and any requirements or rates not covered by this Bid may be negotiated or contracted for separately by The School Board.
- d) The objective of the bid and subsequent contracting activity is to secure the services of experienced and qualified CONTRACTORS capable of efficiently and effectively removing storm generated debris from the many School Board's sites located throughout Miami Dade County in a timely and cost-effective manner. These services will include transporting debris to the approved Miami Dade County disposal locations as specified by The School Board. CONTRACTORS must be capable of assembling, directing, and managing a work force that can complete the removal of all storm generated debris from the designated/assigned areas, as defined below, in the allocated time period for each phase of the scope of work.
- e) It is the direct objective of The School Board to provide a thorough, professional, effective and efficient cleanup process of the storm generated debris that provides a high level of service to The School Board of Miami-Dade. The School Board requests that Contractors pay particular attention to the following requirements:
 - i. CONTRACTORS shall conduct themselves in a professional, respectful and courteous manner at all times with the School Board employees, approved monitors and school administration.
 - ii. FIRST PUSH (Estimated First 70 Hours 7 Days -10 hour working days): Each CONTRACTOR shall provide at all times professional debris removal contractors for the initial removal of the storm generated debris to include the gathering, collecting and general removal of the associated debris for clearing of any School Board sites, interior roadways, parking areas and playgrounds. Priority for this time period will include the accessibility and safety issues involved with storm generated debris (i.e. debris blocking interior roadways, trees on buildings or fences and debris in playground areas).
 - iii. POST FIRST PUSH: Each CONTRACTOR shall at all times have access to a certified arborist on staff with professional field experience utilizing arborist training for the supervision of actual hazardous tree work which shall include but not limited to the removal of hangers/hazardous limbs, leaning trees, removal of large fallen trees and tree felling for tree removal. The general ground work involved with the gathering, collecting

and removal of the storm generated debris shall follow the same required specifications as outline in the FIRST PUSH with regard to personnel.

- iv. FIRST PUSH & POST FIRST PUSH: The CONTRACTOR shall gather, collect and remove all storm generated debris from each assigned site, location and/or area. No debris larger than 3/4" will be allowed to remain on site, except leaves in the assigned site, location and/or area.
- v. CONTRACTORS shall adhere to security requirements of The School Board of Miami-Dade County AT ALL TIMES. Upon working during school operations, all contractors will require either Level 2 security or monitoring by a School Board employee in accordance with the Jessica Lunsford Act.
- vi. CONTRACTORS shall strictly adhere to equipment and safety specifications at all times during project.
- vii. CONTRACTORS shall not deviate from assigned area or sites at any time.
- viii. CONTRACTOR shall be directly responsible for damages caused by their staff, crews and /or subcontractors.

2.2.2 DEBRIS MANAGEMENT REMOVAL

- a) The removal of storm generated debris will generally be limited to (1) storm debris remaining in right-of-way areas of The School Board's locations and facility grounds and (2) debris generated as a result of the removal of hanging limbs, leaning trees or hazardous stumps. All approved removal of debris shall only be allowed in coordination with The School Board's approved monitors. The removal of the debris shall be calculated and paid upon the following three line items:
 - i. Removal of debris from the approved School Board facility right-of-way areas or school grounds.
 - ii. Removal of hanging limbs, leaning trees or stumps and associated debris. Line item pricing for such services shall be "all-inclusive" pricing to include both the cutting of hangers/leaners/ excavation of stumps and removal of the associated debris.
 - iii. Final disposal tipping fees at a School Board designated disposal facility as a direct pass through cost with no markup.
- b) The CONTRACTOR will be responsible for debris removal, transportation and disposal consistent with the Scope of Work, and in accordance with all applicable Federal, State and/or Local guidelines.

2.2.3 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

- a) At the time of bid and/or throughout the term of the contract, the successful bidders must be qualified, properly licensed, and insured to perform the scope of the work described herein in accordance with the State of Florida and local code requirements for this County.
- b) The Contractor shall provide proof of a licensed certified arborist in good Standing with the bid.
- c) The Contractor shall provide a minimum of three (3) references on the reference company letterhead of similar work performed preferably within The State of Florida and shall include documentation of at least five (5) years' experience with the bid.
- d) The Contractor must submit a "Surety Letter of Intent" in the amount of \$500,000 with bid. A Payment and Performance bond will be required pursuant to specifications stipulated in the "Request for Quote", which will be issued prior to commencement of each hurricane season while this agreement is in force.
- e) The Contractor shall provide a list of equipment they have in inventory with the bid. This list shall be a comprehensive list of all equipment needed to complete the work involved with the storm generated debris removal as outlined in the specifications. The equipment list should include but not be limited to the following: chippers (0-22" diameter), stump grinders, bucket trucks (55' reach & 75' reach), self-loading trucks (20- 40 yards min.), small mobile articulating loaders and access to cranes or excavators for the removal of very large trees.
- g) The Contractor shall have the capability to simultaneously perform all work described herein, at multiple locations throughout Miami-Dade County, on a timely basis.
- h) Contractor shall ensure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities related to this term bid are properly qualified, trained, certified and licensed in accordance with all applicable local, state and federal rules, regulations laws and standards to perform the work assigned. Contractor may be requested at any time to provide evidence of such qualifications.

2.2.4 OVERVIEW

- a) Other disaster response and recovery work may be added, and any requirements or rates not covered by this Bid may be negotiated or contracted for separately by The School Board.
- b) The School Board of Miami-Dade County reserves the right to extend operations on a weekly basis and/or by location.

- c) The School Board of Miami-Dade County reserves the right to award quotations to multiple contractors based on the price quotes provided and the mobilization response information. It is anticipated that depending on the severity and assessment of the damage caused by the storm, there may be multiple contractors based on the price and mobilization information in order to expedite the overall cleanup process throughout the County.
- d) The CONTRACTOR shall commence mobilization immediately upon receipt of Authorization and shall meet the following guidelines for Mobilization:

- i) Task Order:

- 24 hours- 25%, 48 hours- 50%, 72 hours- 75%, and 96 hours- 100%.

This represents a minimum response schedule and does not restrict an earlier response.

- e) The CONTRACTOR shall obtain all permits necessary to complete the work and shall be responsible for determining what additional permits and licenses are necessary to perform under the contract. Copies of all permits and licenses shall be submitted to The School Board as soon as available.
- f) Payment will be made at the unit rates proposed by the CONTRACTOR. Contractor must provide an invoice detailing each School Board site/location, load ticket being invoiced including load ticket number, date of collection, truck number, truck capacity, load call, actual cubic yards of the load OR item quantity per unit priced, and the amount being invoiced for the load or per unit. The invoice shall be provided to the assigned monitoring company in both hard copy and electronic form. The electronic form of the invoice shall be in Microsoft Excel format for reconciliation against The School Board's data.
- g) The CONTRACTOR shall be responsible for correcting any notices of violations or traffic tickets issued as a result of the CONTRACTOR's or any sub-contractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to School Board of Miami-Dade County.
- h) All rates are to be an all-inclusive cost, including the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control, permits, insurance, liability insurance, workman's compensation and any other related costs.

2.2.5 DEBRIS REMOVAL, HAZARD/HANGER TREE LIMBS, LEANERS, STUMPS AND DISPOSAL OPERATIONS

- a) The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.

- b) The work shall consist of gathering, clearing and removal of storm generated debris as directed by The School Board's representative or designated monitoring company. During the course of this contract, and once the assigned locations have commenced, the CONTRACTOR shall not relocate any equipment or labor assets, including sub- contractors without giving 24 hours advanced notice of the intended relocation to the MDCPS representative. In addition to this requirement for advanced notice, the CONTRACTOR will complete all debris clearing, hazard removal, hangers, leaners, stumps, loading and hauling operations that have been started on any particular pass through a particular school campus or site. The School Board of Miami-Dade County work may include:
 - i) Gathering, clearing, removal, loading and hauling of storm generated debris from assigned School Board sites or facilities, public access roadways, rights-of way and public property as requested and approved by The School Board's representative or monitor, to debris management sites, or authorized disposal facilities, and disposal.
 - ii) Removal of hazardous/hanging tree limbs from ALL trees on each assigned School Board sites or facilities.
 - iii) Removal of hazardous tree or palm stumps from assigned School Board sites or facilities.
 - iv) Providing traffic control for streets, parking areas and sidewalks during ALL operation for storm generated debris and hazardous tree removal for each assigned School Board sites or facilities.
 - v) The Contractor shall work on only the school sites that have been assigned by The School Board's representative or designated monitor.

2.2.6 EQUIPMENT

- a) All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and transfer trailers used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate and bed cover that will effectively

contain the debris during transport and that will permit the trucks to be filled to capacity.

- b) All trucks and transfer trailers must be suitable for being loaded by motorized equipment and shall be high capacity pay loaders with grapple buckets, grapple trucks, transfer trailers, roll-offs or dump trucks. No crawler or steel tracked vehicles will be allowed on any School Board sites or facilities. All vehicles are to be in good, safe working order at all times, with no “monsterized” vehicles allowed on any School Board sites or hauling of debris from the school sites.
- c) The CONTRACTOR shall submit to The School Board and/or designated monitoring company certifications indicating the type of vehicle, copy of registration, make and model, odometer reading, license plate number, equipment number, and measured maximum volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurements performed by the CONTRACTOR and the School Board monitoring company prior to any assigned hauling. The reported measured maximum volume of any load bed shall be the same as shown on the sign fixed to each piece of equipment. The School Board of Miami-Dade County reserves the right to re- measure trucks at any time to verify reported capacity.
- d) All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively safely contain the debris on the vehicle while hauling. Sideboards, if installed, must be constructed of 2” x 6” boards or greater and may NOT extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the duration of the operation, or the vehicle must be re-measured and remarked. All extensions to the bed, and any exceptions to the above requirements, must be approved in writing by The School Board in advance to the use of the vehicle.
- e) Trucks or equipment that is designated for use under this contract shall not be used for any other work. The CONTRACTOR shall not solicit work from private citizens or others during the period of this contract. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this contract.

2.2.7 SECURING DEBRIS FOR HAULING

- a) The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and

trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other methods of securing debris shall be provided by the CONTRACTOR to prevent reduction by-products and other materials from being blown from the bed during hauling to disposal sites. The CONTRACTOR shall be held liable for removal of spilled debris on to roadways or damage caused by spilling of debris during transport to the approved disposal sites.

- b) The overall maximum height of hauling equipment, including sideboards and debris, shall be NO greater than 13 feet 6 inches, or as approved by The School Board. The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, bridges, trees, conductors, and support wiring. The CONTRACTOR must also verify the clearance of bridges and overpasses on all routes to be used, however, any such structure, with clearance less than 13 feet 6 inches, should be placarded showing the reduced clearance. Maximum width of a truck should be NO greater than 8 feet 6 inches wide. The CONTRACTOR is not relieved of the responsibility for verifying clearance for all overhead structures and wires. The CONTRACTOR is responsible for any damage caused by the operation of their hauling vehicle and/or damage caused to others property while transporting debris to the approved disposal site.

2.2.8 EQUIPMENT SIGNAGE

Prior to commencing operations, the CONTRACTOR shall allow the approved monitor by The School Board to affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained by the contractor in an easily readable fashion for the duration of the work. Minimum letter size shall be 3-inches in height.

2.2.9 OTHER CONSIDERATIONS

- a) The CONTRACTOR shall assign and provide an Operations Manager to serve as the principal liaison between The School Board representatives, the designated monitoring company and the CONTRACTOR's forces. The assigned Operations Manager must be knowledgeable of all facts of the CONTRACTOR's operations AT ALL TIMES and have authority in writing to commit the CONTRACTOR. The Operations Manager shall be on call 24 hours per day, seven days per week. This linkage shall provide immediate contact capabilities via telephone, cell phone, fax machine, and the internet. The Operations Manager will participate in daily and/or weekly meetings at the request of The School Board's representative and monitoring company.

- b) The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the assigned work area AT ALL TIMES.
- c) The CONTRACTOR shall supervise and direct the work, using professional skilled labor and proper equipment for all assigned and approved tasks. Safety of the CONTRACTOR's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.
- d) Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards to The School Board approved debris disposal site in accordance with the CONTRACTOR's quoted rates. Debris hauled to a debris management site will require a validated load ticket. Drivers will be given load tickets at the approved site or location by a site monitor. The quantity of debris hauled will be estimated in cubic yards at the debris disposal site by a site monitor. The estimated quantity will be recorded on the load ticket. The debris management site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent disposal site will be paid based on cubic yards on an approved load ticket in accordance with the rate quoted by the CONTRACTOR. Payment will be made against the CONTRACTOR'S invoice once The School Board's load ticket data and CONTRACTOR's invoice of load tickets match and have been processed and verified with the monitoring company database.
- e) The School Board's debris management site monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract The School Board monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with air voids, voids caused by incomplete loading at the loading site, and mandatory deductions due to not meeting current guidelines at the time of the Task Order is approved.

2.2.10 MISCELLANEOUS REQUIREMENTS

NO PRIVATE PROPERTY ACCESS. Under no circumstances will the CONTRACTOR seek or accept requests from private property owners to perform debris clearing or removal.

2.2.11 DAMAGES TO PUBLIC OR PRIVATE PROPERTY

The CONTRACTOR shall be responsible for any damage to private or public property that results from the debris collection, hazard, hangers, leaners, stumps and removal activities. Such damage may include, but not be limited to, damage to sidewalks and driveways, sprinkler

systems, mailboxes, fences, roadways, bridges, buildings, signs etc. The School Board's inspectors/representative will determine where repairs are required. The decision of The School Board's representative is final. Repair of damaged areas will be performed immediately. The affected area or item will be restored to equal or better than its original condition. The CONTRACTOR shall supply The School Board with semi-weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

2.2.12 HAZARDOUS TREE LIMB AND LEANER REMOVAL FROM SCHOOL BOARD APPROVED SITES

All hazardous tree limbs are to be removed from each tree on each assigned School Board sites or facilities by the CONTRACTOR and shall be performed utilizing proper professional techniques and equipment. The CONTRACTOR will be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of The School Board's assigned monitors. The School Board will provide a detailed description of the trees or limbs to be removed and the CONTRACTOR will provide the tree and/or limb removal based upon unit prices from the CONTRACTOR'S quoted prices. Any deviation from these unit prices will not be acceptable. Unit prices quoted by CONTRACTOR for hanging limb and leaning or damaged tree removal shall include the cost to collect debris generated by these cutting activities and deliver/transport such debris to a debris disposal site designated by The School Board. All cuts for the removal of the hanging limbs are to be made utilizing standard certified arborist methods, techniques and practices. The cost of disposal at the designated debris site will be covered directly by The School Board as a pass-through with no markup. The CONTRACTOR shall perform each scope of work under an approved Task Order. The School Board or their designated representative will document the work with the names and signatures of those present, date, address, Global Positioning System (GPS) coordinates, and photograph of each tree. In the case of leaners the diameter of the tree as measured at two-feet above grade will also be documented.

Contractor shall not commence with work without prior written authorization from The School Board of Miami-Dade County.

2.2.13 HAZARDOUS STUMP REMOVAL

- a) The CONTRACTOR will be required to remove all hazardous stumps that have not been fully uprooted, by means of digging or grinding as assigned. The determination of the existence of a hazardous situation is the responsibility of The School Board's assigned monitors. The School Board will provide a detailed description of the stumps to be removed and the CONTRACTOR will provide stump removal services based upon the CONTRACTOR's unit price quote provided. Any deviation from these unit prices will not be accepted. The CONTRACTOR shall perform each scope of work under an approved Task Order. All stump measurements are based on a minimum trunk diameter as measured two feet above the normal ground level. The stump diameter will be

measured 24 inches above normal ground level using a loggers tape. Unit prices quoted by CONTRACTOR for removal of stumps shall include the cost to remove or grind the stump and deliver the stumps to a debris disposal site designated by The School Board. The hole or depression left behind shall be immediately filled with clean fill and graded to provide a level safe area. A sample of the clean fill is to be provided The School Board's representative in advance for approval prior to use.

- b) All stumps 24 inches in diameter or less measured two feet above the nominal ground level shall be ground using a professional stump grinder and trained operator. All stumps GREATER THAN 24" shall be removed using excavation methods with the utmost caution and care at all times. The removal cost will be all inclusive from the removal site to the approved disposal site. The cost of disposal at the designate debris site will be covered directly by The School Board as a pass-through with no markup.
- c) The School Board or their designated representative will be required to document the work with the names and signatures of those present, date, address, Global Positioning System (GPS) coordinates, average stump diameter, and photograph of each hazardous stump equal to, or in excess of 24- inches in diameter.
- d) Contractor shall not commence with work without prior written authorization from The School Board of Miami-Dade County.

2.2.14 ADDITIONAL CONSIDERATIONS

The School Board of Miami-Dade County shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- i) Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- ii) The CONTRACTOR is not adequately complying with the specifications.
- iii) Proper techniques are not being followed after warning written notification by the School Board.
- iv) The CONTRACTOR refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity as outlined in the specifications.
- v) The CONTRACTOR(s), in the judgment of The School Board, is unnecessarily or willfully delaying the performance and completion of the work.

- vi) The CONTRACTOR refuses to proceed with work when and as directed by the School Board.
- vii) The CONTRACTOR abandons the work.
- viii) The CONTRACTOR employs sub-contractors who are on the Federal debarred listing.

2.2.15 CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS

- a) The CONTRACTOR shall be responsible for reporting to The School Board and mitigating all petroleum, oil, lubricant (POL) spills caused by the CONTRACTOR'S operations.
- b) Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations, and at the sole cost of the CONTRACTOR.
- c) Spills other than on-the-site shall be reported to the National Response Center, and The School Board immediately following discovery. A written follow-up shall be submitted to The School Board not later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - i) Description of the material spilled (including identity, quantity, etc.)
 - ii) Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
 - iii) Exact time and location of spill, including description of the area involved.
 - iv) Receiving stream or waters.
 - v) Cause of incident and equipment and personnel involved.
 - vi) Injuries or property damage.
 - vii) Duration of discharge.
 - viii) Containment procedures initiated.
 - ix) Summary of all communications the CONTRACTOR has had with press or other officials.

- x) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- xi) Disposal location of spill residue.
- xii) Corrective actions taken to prevent reoccurrence of similar event.

2.2.16 NON-EXCLUSIVITY

The School Board of Miami-Dade County reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, award of other contracts, or to perform the work with its own employees.

2.2.17 INVOICING

- a) The invoice document shall contain, as a minimum, the following information:
 - 1. M-DCPS's Purchase Order Number
 - 2. Unit line items of work performed with quantities, descriptions, unit prices and extension totals per line item in conformance with submitted quotes.
 - 3. Start and completion time and date(s) of work performed including the names and work category of all personnel and equipment used.
 - 4. Location where services were provided.
 - 5. As appropriate, contractor's copy of the Daily Log and Sign In Sheet, tipping, dump ticket receipts, properly signed by the MDCPS representative.
- b) Payment will only be made for actual work performed which has been verified and found to be in accordance with the terms and conditions of the contract. The CONTRACTOR will not be compensated for waste, surplus, any travel, including travel to or between sites or any standby or waiting time.
- c) Invoices shall be mailed or delivered to the appropriate M-DCPS authorized representative AS IDENTIFIED ON THE PURCHASE ORDER.
- d) Unsubstantiated, incorrect, inaccurate or incomplete invoices will not be processed and will be returned to the CONTRACTOR for correction.

2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

In no more than eight (8) pages, the Bidder must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the Bidder not to be considered for award.		
b. Provide copy of licensed certified arborist certification.		
c. Copy of Insurance Certificate as stated in Section 1.40, upon notice of award.		
d. Minimum of three (3) references on Company letterhead of similar work performed preferably within the State of Florida and shall include documentation of at least five (5) years' experience.		
e. Surety Letter of intent in the amount of \$500,000, after the recommendation of award has been approved by The School Board, and upon receipt of the Notice to Proceed.		
f. Provide copy of General Hauler Permit, upon receipt of Notice to Proceed.		
g. List of equipment in inventory.		
h. Copy of SBE/MBE Certificate, if applicable		
i. Copy of Sunbiz.		

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SECTION 3.0 - PRICE PROPOSAL LIST

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

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

- Awarded debris removal vendors will receive a Request For Quotes (RFQ), annually and these prices will be effective throughout the year in the event of a natural disaster.
- Vendors will be required to submit a lump sum quote. The project will be awarded to the lowest responsive, responsible Vendor, meeting specifications. Prices must remain firm and fixed for a period of one (1) year. All quotes must be submitted on forms provided by the M-DCPS authorized representative.
- The prices quoted are to include all travel and living expenses for the services proposed.
- **Please note that prices quoted may not include sales tax, as The School Board of Miami Dade County, Florida, is a non-profit organization and as such does not pay sales tax on any materials, equipment, services, etc.**
- **Vendors are required to offer a percentage discount for services described herein. This discount shall apply to all quotations over the threshold of \$1,000.**

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

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

For this Section 3.1 – PROPOSAL PRICE LIST:
[Signature is required at the end of this Section 3.0]

Signature of Bidder's Authorized Representative

Title

Printed Name:

Date:

Discount:

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SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This section identifies the format to be followed in assembling a response. Bidders must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Bidders are instructed to indicate a response to ALL requirements and specifications contained in this section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this ITB.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this section of the ITB may result in proposal being considered non-responsive.

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

Exhibit 1 found in Section 6 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Bidder submitting the proposal.

2) Table of Contents

The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

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

4) Technical Qualifications

Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0** of this ITB using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in the proposal being considered non-responsive.

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

Provide a response regarding the Bidder's qualifications, including but not limited to the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby resumés of Key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

6) Price Proposal List

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

7) Required Forms & Attachments

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

Exhibit 1	Cover Page for 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	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form

4.2 PROPOSAL PREPARATION REQUIREMENT

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

4.3 PROPOSAL LABELING REQUIREMENTS

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

SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Bidder's Name: Bidder's Address: Bidder's Telephone Number:	<u>BID BOX</u> Miami-Dade County Public Schools Procurement Management Services <u>Attn: Claudette VanWhervin CPPB</u> <u>Procurement Analyst</u> School Board Administration Building 1450 N.E. 2 nd Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-17-015-CV ITB Title: Emergency Debris and Hazardous Tree Removal Proposal Due Date: Thursday, May 24, 2018, by 2 p.m. EST (local time)	

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE ITB PROCESS

- (a) The selection process under this ITB shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at:

procurement.dadeschools.net

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

5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2.

5.3 PRICE PROPOSAL LIST

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

5.4 AWARD

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

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

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SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Vendor Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form

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EXHIBIT 1

Cover Page For Proposal

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

Exhibit 2
ACKNOWLEDGMENT OF AMENDMENTS

Instructions: Complete Part I or Part II, whichever is applicable.

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

Addendum #1, Dated _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

Addendum #4, Dated _____, 20__

Addendum #5, Dated _____, 20__

Addendum #6, Dated _____, 20__

Addendum #7, Dated _____, 20__

Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 3



Miami-Dade County Public Schools
Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

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

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

PRINTED NAME OF AFFIANT

SIGNATURE OF AFFIANT DATE

TITLE

COMPANY NAME

FM-7138 Rev. (03-13)

Exhibit 4
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires Bidders or Vendors 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 Vendor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or Vendor nor any affiliate of the Bidder or Vendor 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 Vendor) is _____.
2. My relationship to _____ (name of Bidder or Vendor) 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, Vendor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or Vendor nor any affiliate of the Bidder or Vendor 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 Vendor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or Vendor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or Vendor who is active in the management of the Bidder or Vendor or an affiliate of the Bidder or Vendor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

_____ Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 5
BIDDER EXPERIENCE**

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

Prime Bidder:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

**Exhibit 6
ANTI-COLLUSION STATEMENT**

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with The School Board of Miami-Dade County, Florida, Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Bidder is registered as with the Florida Department of State Division of Corporations. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR

BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Exhibit 7

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at <http://www.dadeschools.net/schoolboard/rules>, all Bidders and consultants are required to disclose the names of any of their employees who serve as agents or principals for the Bidder, Bidder or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

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

Bidders are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Policy 6460, which may be accessed on the school website at dadeschools.net/schoolboard/rules all Bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the Bidders, Bidders or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

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

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

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

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

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

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

**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.

ITB Name and Number:	
ITB Due Date:	
Bidder Name and Address:	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	