



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

**SEALED BID NO:** ITB-17-016-CV

**TITLE:** Disaster Debris Removal Monitoring and Recovery Services

**DESCRIPTION:** The purpose of this Invitation to Bid (ITB) is to select qualified professional firm(s), to support the oversight and management of debris removal and provide disaster response and recovery services.

**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 10:00 a.m. EST  
  
Miami-Dade County Public Schools  
School Board Administration Building,  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 650  
Miami, Florida 33132

**DEADLINE FOR QUESTIONS:** Wednesday, 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 2<sup>nd</sup> 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](mailto:cvanwhervin@dadeschools.net)

Visit our website at [procurement.dadeschools.net](http://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 support the oversight and management of debris removal vendors, during disaster response recovery as well as additional recovery services.

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 <sup>nd</sup> 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 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	<a href="mailto:cvanwhervin@dadeschools.net">cvanwhervin@dadeschools.net</a>
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/](http://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](mailto: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. 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132**

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

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

#### **1.10 PRE-BIDDERS CONFERENCE**

A pre-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**

Performance and 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 small, micro, veteran and minority/women participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro, Veteran and Minority/Women Certification Program, to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for firms responding to this ITB. **The Office of Economic Opportunity (OEO) must certify all small, micro, veteran and minority/women firms, prior to contract award.** The application may be accessed through the following link:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

In Exhibit 9 of this solicitation, the sample certification documents have been included for your firm's review and completion. All small, micro, veteran and minority/women certifications must be completed online using the following link:

<http://oio.dadeschools.net/certification.asp>

Furthermore, Vendors certified as a small, micro, veteran and/or minority/women with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other entities or agencies must contact the OEO for additional information. A current list of certified small, micro, veteran and minority/women firms can be found online at:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>



For more information on getting certified, please contact 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](http://procurement.dadeschools.net)

Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or

modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

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

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

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

The Office of the School Board Clerk  
Miami-Dade County Public Schools  
1450 Northeast Second Avenue, Room 268B  
Miami, Florida 33132  
Fax: (305) 995-1448  
E-Mail: [Dlopiz@dadeschools.net](mailto:Dlopiz@dadeschools.net) & [CeliaRubio@dadeschools.net](mailto:CeliaRubio@dadeschools.net)

### **1.25 NOTICE OF AWARDS**

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

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

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

### **1.26 DEFAULT**

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders who are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a 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, [prp@dadeschools.net](mailto:prp@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-17-016-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. 2<sup>nd</sup> 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](mailto: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 from qualified firms and/or individuals to support the oversight and management of debris removal vendors, during disaster response recovery as well as additional recovery services.

**There is a 10% preference point offered to local vendors. 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.**

### 2.2 SCOPE OF SERVICES

As stated above, The School Board of Miami-Dade County (the District) is soliciting bids for the oversight and management of debris removal Vendors, during disaster response recovery. The selected Bidder(s) shall also provide a range of related services including damage assessment, training, emergency planning and other services as needed and/or requested by Miami-Dade County Public Schools, on an as-needed basis. Other services may include facilitating communication with Federal Emergency Management Agency (FEMA), other federal agencies, and coordination with the State of Florida, Department of Emergency Management (DEM).

The selected Bidder(s) shall adhere to FEMA guidelines, applicable to the services required in this ITB and outlined in the following documents: Public Assistance Debris Management Guide FEMA 325, the Public Assistance Policy Digest FEMA 321, the Public Assistance Applicant Handbook FEMA 323, and the Public Assistance Guide 322 and any subsequent revisions, thereof.

The decision to initiate the selected Bidder's services will be determined by the Board on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris requiring removal. The Board reserves the right, at its sole discretion, to perform any task contained in this scope of services.

The Bidder shall observe the day-to-day operations performed by debris removal vendors, under contract with the District, to ensure that workers are performing eligible work in accordance with FEMA and all applicable Federal, State, and local regulations. The scope of services involves pre-event and post-event services, which may include, but not be limited to the

following:

- A. Provide assistance in the preparation for a disaster through participation in meetings, workshops, training sessions and the refinement of Debris Management Plans.
- B. Report issues that require action (safety concerns, Vendor non-compliance and equipment use).
- C. Accurately measure and certify truck capacities.
- D. Properly and accurately complete and physically control load tickets (in tower and field).
- E. Ensure that trucks are accurately credited for their load and that trucks are not artificially loaded.
- F. Ensure that hazardous wastes are not mixed in loads and that all debris is removed from trucks at debris management sites.
- G. Validate hazardous trees, including hangers, leaners, and stumps.
- H. Report if improper equipment is mobilized and used and if Vendor personnel safety standards are not met.
- I. Ensure that only debris specified in the District's Emergency Debris Removal contract is collected, or as specified by the monitoring consultant or the District Representative.
- J. Ensure that debris Vendor work is within the assigned scope of work and report if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e. proper disposal of hazardous wastes).
- K. Provide technical advice to the District and support debris management center operations.
- L. The Bidder shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Bidder's deliverables and invoices and for resolving any discrepancies that may exist.

### **2.2.1 RECOVERY SERVICES**

- a. The contractor shall provide all expertise, effort, personnel, materials and equipment, for Recovery Management Support. (e.g., assist the District with writing Project Worksheets (PW) and preparing reimbursement documentation. Writing appeals for PW's if required. Update the grants portal and damage inventory list for FEMA. Prepare Quarterly Reports for the State of Florida. Assist with Final Project Worksheet and Disaster Closeout. But not limited to the above.)
- b. Establish debris assessment process to define scope of damage.

- c. Provide technical assistance related to the FEMA Public Assistance Program, and training on the regulations, policies and procedures of FEMA.
- d. Provide technical assistance on the development of a FEMA approved Debris Management Plan.
- e. Work with Miami-Dade County Public Schools (M-DCPS) or their designee in identifying debris storage and reduction sites. Activation of sites will be under the control of M-DCPS.
- f. Contractor shall provide management services for the debris removal and disposal operations of all eligible debris from M-DCPS designated locations. To include right of ways, staging areas, etc.
- g. The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. This includes M-DCPS with regard to schools site activities.
- h. All work shall be accomplished in a safe manner in accordance with County, and State Safety Standards and OSHA standards.
- i. All employees of the contractor shall wear identification badges.
- j. The Bidder shall prepare daily/weekly progress schedules/reports for the Debris Removal Program identifying complete, in-progress and pending locations.
- k. Prepare and produce ad-hoc reports as requested.

The response of the selected monitoring Bidder(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure that the District shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal, State and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through issuance of a Purchase Order.

## **2.2.2 REQUIRED INFORMATION TO BE SUBMITTED BY BIDDERS**

Failure to submit all items in the Section at the time the ITB is submitted may result in the bid being declared non-responsive and not acceptable for evaluation.

1. Demonstrate the Firm's successful completion of similar projects. Include events in the last year with a general project description, contact person and associated billings.
2. Description of the office that will be responsible for this work and the of years' experience with emergency debris monitoring. The Bidder shall have a place of business for contact by the District during normal hours on normal business days. An emergency phone number and the name of a responsible managing employee shall be provided to the District.
3. Demonstrate the Firm's knowledge of federal, state, and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, FDEP, and Florida State Laws and acceptable accounting practices.
4. Demonstrate knowledge of all aspects of emergency management to include procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems.
5. Demonstrate the detailed approach that will be used to ensure successful completion of the efforts required by the scope of work, including pre-event planning, initial mobilization/response time, staff organization and data management approach.
6. Demonstrate the methods and tools that will be used to accomplish the work.
7. List all current obligations for similar monitoring services and explain the Firm's approach for managing multiple contracts in the event of a regional or statewide emergency.
8. Identification and qualifications of the key staff members that will perform the service. Include their resumes and identify primary contact person. Include job descriptions for employees who will be assigned to this project.
9. Provide a list of up to three (3) references for which similar engagements have been completed with a governmental agency. This list should provide the name, title telephone number and address of an appropriate person to be contacted.
10. Outline and discuss Bidder's commitment to utilize local workforce, as travel and lodging are not covered by the District.



### **2.2.3 PERSONNEL**

Upon notification by the District, the selected Bidder will provide services that will include but not be limited to the following personnel:

A Project Manager who shall be responsible for the overall monitoring of debris removal Vendors and the management of the Bidder's monitoring team shall be the District's point-of-contact. The Project Manager shall assign an operations manager to oversee each debris recovery Vendor. The Project Manager will be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager's responsibilities include:

- A. Coordinating daily briefings, work progress, staffing, and other key items with the District.
- B. Scheduling work for all team members and Vendors on a daily basis.
- C. Scheduling and managing field staff.
- D. Monitoring recovery Vendor's progress and making/implementing recommendations to improve efficiency and speed up recovery work.
- E. Conduct safety inspections.
- F. Ensuring compliance with contracts by all subVendors. Prepare operational reports and other documentation.
- G. Scheduling running periodic meetings with field staff and Vendors.
- H. Review and reconcile Vendor invoices for payment and prepare FEMA worksheets for reimbursement for debris hauling and monitoring efforts.
- I. Establish a data center where project documents are stored, sorted and reconciled. Designated District personnel shall have access to the data during normal business hours.

The selected Bidder shall establish a Project Management Team, consisting of the following members at a minimum:

- A. Project Manager
- B. Operations Manager
- C. Field Supervisors
- D. Debris Site/Tower Monitors
- E. Load Site/Tower Monitors
- F. Field Coordinators (Crew Monitors)
- G. Load Ticket Data Entry Clerks
- H. Billing and Invoice Analysts
- I. Environmental Specialists
- J. GIS Analyst
- K. Administrative Assistant

## **2.2.4 OPERATIONAL REQUIREMENTS**

The District has a contract to remove and transport debris from the District sites to approved designated debris management sites (DMS) or an approved landfill/dump site. Each load of eligible debris shall be tracked using a multi-page load ticket or equivalent means. The Bidder shall provide load tickets to be used. The load tickets shall be inventoried and logged by the Bidder. Additionally, the Bidder shall supply unit rate tickets for hanging branches, leaning trees and stumps. The unit rate tickets shall be inventoried and logged by the Bidder.

Within forty-eight (48) hours of the issuance of the Purchase Order, the selected Bidder shall be prepared to provide qualified on-site personnel to monitor debris receiving operations at debris sites located throughout the District. Additional sites may be added as debris removal efforts increase.

The Bidder shall provide all management, supervision, labor, logistical support, transportation, mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and other equipment necessary to initiate and to safely and accurately perform all of the District's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisors at all times.

The Bidder shall maintain and update a log of damages reported, damage corrections, and releases for work by the District; maintain and update a log of the tickets inventoried, used, and/or voided; maintain and update tower logs of ticket information; and maintain and update a log of ineligible debris piles.

The Bidder shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at locations designated by the District.

## **2.2.5 SAFETY AND HEALTH STANDARDS**

All personnel of the Bidder must wear required safety equipment as necessary, to comply with all OSHA, Federal, State and local requirements, while performing duties under this contract. The Bidder shall ensure that all personnel of the Bidder adhere to all appropriate site safety requirements.

The Bidder shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Bidder's personnel and equipment is the responsibility of the Bidder. Additionally, the Bidder shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.

The Bidder must be duly licensed in accordance with Federal and State statutory and regulatory requirements to perform the work being sought through this ITB.

The Bidder shall be responsible for determining what permits shall be necessary to perform work under the proposed contract. Copies of all permits shall be submitted to the appropriate District Disaster Emergency Response personnel before commencing work.

During the performance of this contract, the Bidder shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Bidder or its sub-consultants. Corrections for any such violations shall be at no additional cost to the District.

The Bidder shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Bidder. Such costs might include, but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, and third party claims imposed on the District by any regulatory agency or by any third party as a result of noncompliance with Federal, State or local environmental laws and regulations or nuisance statutes by Bidder, its sub, or any other persons, corporations, or legal entities retained by the Bidder under this contract.

### **2.2.6 DELIVERABLES**

At a minimum, the following deliverables must be provided to the District at the completion of the emergency event response effort. However, deliverables shall be in no way limited to the following list. At its sole discretion, the District may add and/or delete deliverables to meet the needs of the District.

- A. Original load tickets shall be boxed, bound by date and sorted by ticket number.
- B. Ticket logs including all information from ticket.
- C. Daily tower logs.
- D. List of all personnel with signatures and initials.
- E. Binders(s) with damage reports, completed repairs, issue releases (if applicable), and issues and resolution.
- F. List of tickets issued by monitors and a list of lost/voided tickets.
- G. Each pile of ineligible debris shall be tagged and a list compiled and submitted to the District. The District must approve format of the ineligible debris tag.
- H. Daily Report. The Bidder shall prepare and submit daily operational reports throughout the duration of the emergency recovery operations. Daily reports shall document the debris Vendors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the appropriate District Disaster Emergency Response personnel or designee. Each daily report shall contain the following minimum information:
  - a. Correctly and accurately completed load tickets consistent with all reporting documents.
  - b. The times of operation of all debris loading trucks.

- c. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
- d. Final Report. A final report shall be prepared by the Bidder and submitted to the appropriate District Disaster Emergency Response personnel within thirty (30) days of completion of the emergency recovery operations. Recovery operations include closure and remediation of the sites and conclusions of all related operations. At a minimum, this report will include: a discussion of disaster response requirements and results and recommendations for future emergency disaster response.
- e. The Bidder shall prepare daily/weekly progress schedules/reports for the Debris Removal Program identifying complete, in-progress and pending locations.

All deliverables will be submitted both electronically in a format specified by the appropriate District Disaster Emergency Response personnel and on paper.

### **2.2.7 PAYMENT**

All labor rates are to be fully burdened to include, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this ITB.

Billable time shall include hours when debris-hauling trucks are in operation, as well as reasonable start-up and close of day actions. Billable time shall be supported with daily timesheets or other documentation processes as approved, in writing by the appropriate District Disaster Emergency Response personnel. The Bidder shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverables.

No overtime rate will be paid.

### **2.2.8 PAYMENT SCHEDULE**

Invoices will be processed for payment only after approval of the appropriate District Disaster Emergency Response personnel or designee. The Bidder shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Bidder's deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate, and consistent.

## 2.2.9 OTHER CONSIDERATIONS

### Sub-Contracts

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-Bidder(s) and the District.

The Bidder(s) will be fully responsible to the District for the acts and omissions of the sub-Bidder(s) and their employees.

### Joint Proposal

In the event multiple Bidders submit a joint proposal in response to the ITB, a single Bidder shall be identified as the Prime Vendor. If offering a joint proposal, only a single contract with one Bidder shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Bidders' participation or present at district meetings, oversee preparation of reports and presentations. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed, the district shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this ITB.

## 2.2.10 PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

- A. PURPOSE. A performance and payment bond or check will be required to guarantee performance, upon a receipt of Notice to Commence.
- B. BONDING COMPANY. Performance and Payment Bonds shall be written through a reputable and responsible surety bond agency listed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

### 1. Awards Greater than \$500,000

A minimum rating in the latest revision of the Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to 2,500,000	None
\$2,500,000.01 to 5,000,000	B+ or NA-3
	No Minimum Class
\$5,000,000.01 to 10,000,000	A-Class IV
\$10,000,000.01 or more	A-Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds

and as Acceptable Reinsuring Companies” shall be accepted for an amount not exceeding the underwriting limitation thereon.

**2. Awards of \$500,000 or Less**

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in paragraph above (BONDING COMPANY) or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Award less than \$200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification of the Awardee and bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

**2.2.11 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

**2.2.12 EXPANDING POOL OF VENDORS**

Additional Vendors may be solicited prior to the anniversary of each extension period to the pool of eligible providers. This will be posted on the District's Procurement and other governmental websites, for no less than ten (10) days. Subject to approval, additional Vendors' qualifications will be evaluated and approved in accordance with the initial terms of the ITB and added to the pool as they become eligible.

**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. Identification and qualifications of the key staff members that will perform service.		
c. Copy of Sunbiz, State of Florida Department of Corporations and/or the firm's applicable proof of registration.		
b. Copy of Insurance Certificate as stated in Section 1.40		
e. Minimum of three (3) references on Company letterhead of similar work performed with government agency or educational institution, similar in size to the District. List must include name, title and telephone number of contact person.		
f. 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.		
g. Outline and discuss commitment to utilize local workforce.		
h. Demonstrate firm's knowledge of federal, state, and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, FDEP, and Florida State Laws and acceptable accounting practices.		

### **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**

The Bidder shall offer all of the elements of this ITB and meet all requirements and specifications listed within Section 2.0 - Scope of Services.

The ITB 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.

All chargeable services shall be included in the proposed total price, including all labor customarily associated with services contemplated by this ITB. The prices quoted are to include all travel and living expenses. The prices proposed will be firm and fixed for the life of the contract a period of two (2) years, with three (3) one-year contract extensions.

Please note all prices shall include delivery F.O.B. ("Free on Board") destination, freight prepaid. The School Board of Miami-Dade County does not pay Federal Excise and State Taxes on direct purchases of tangible personal property made by contractors, who use the tangible personal property in performance of contracts, for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

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.

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**Section 3.1 – PRICE PROPOSAL LIST**

**POSITIONS**

**HOURLY RATES**

PROJECT MANAGER	_____
OPERATIONS MANAGER	_____
FIELD SUPERVISOR	_____
DEBRIS SITE/TOWER MONITOR	_____
LOAD/SITE TOWER MONITOR	_____
FIELD COORDINATOR (CREW MONITOR)	_____
LOAD TICKET DATA ENTRY CLERKS	_____
BILLING/INVOICE ANALYSTS	_____
ENVIRONMENTAL SPECIALISTS	_____
GIS ANALYST	_____
ADMINISTRATIVE ASSISTANT	_____

**OTHER POSITIONS**

Proposer may include other positions, with hourly rates and attached job descriptions.

_____	_____
_____	_____

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

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

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

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

## 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.

<b>SEALED PROPOSAL ENCLOSED</b> (To be opened by the Contact Person noted below)	
Bidder's Name: Bidder's Address: Bidder's Telephone Number:	<b><u>BID BOX</u></b>  Miami-Dade County Public Schools Procurement Management Services <u>Attn: Claudette VanWhervin CPPB</u> <u>Procurement Analyst</u> School Board Administration Building 1450 N.E. 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-17-016-CV ITB Title: <b>Disaster Debris Removal Monitoring and Recovery Services</b> 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](http://procurement.dadeschools.net)

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

### 5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate 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 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**

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

**Exhibit 2**  
**ACKNOWLEDGMENT OF AMENDMENTS**

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

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

Addendum #1, Dated \_\_\_\_\_, 20\_\_

Addendum #2, Dated \_\_\_\_\_, 20\_\_

Addendum #3, Dated \_\_\_\_\_, 20\_\_

Addendum #4, Dated \_\_\_\_\_, 20\_\_

Addendum #5, Dated \_\_\_\_\_, 20\_\_

Addendum #6, Dated \_\_\_\_\_, 20\_\_

Addendum #7, Dated \_\_\_\_\_, 20\_\_

Addendum #8, Dated \_\_\_\_\_, 20\_\_

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**PART II:**

No Addendum was received in connection with this solicitation.

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

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

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

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

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

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

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





**Exhibit 4  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

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](http://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.

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