



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

**SEALED BID NO:** ITB-18-076-MJ

**TITLE:** School Bus Routes for Private School Bus Companies

**DESCRIPTION:** The purpose of this Invitation to Bid is to purchase at a firm unit price, quantities, as may be required, of school-bus routes, for the Department of Transportation of Miami Dade County Public Schools.

**TERMS:** Three (3) year initial term, with two (2) one (1) year options to renew, with an additional 90 days, if needed

**ITB RELEASE DATE:** Monday, July 29, 2019

**PRE-BIDDERS CONFERENCE DATE/TIME:** Wednesday, August 7, 2019, at 10 a.m. EST

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

**DEADLINE FOR QUESTIONS:** Wednesday, August 7, 2019, at 5 p.m. EST

**BID DUE DATE/TIME:** Tuesday, August 20, 2019, at 2 p.m. EST

**PUBLIC OPENING OF BIDS:** Tuesday, August 20, 2019, 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:** Miranda James  
Director, Procurement Management Services  
Phone: (305) 995-1621  
Procurement Management Services  
Email: [mjames@dadeschools.net](mailto:mjames@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 in an ethical manner, as we strive towards continuous improvement.

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

M-DCPS is seeking to purchase at a firm unit price, quantities, as may be required, of school bus routes, for Miami-Dade County Public Schools.

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

**1.3 ITB TIMETABLE**

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

- ITB available for distribution: Monday, July 29, 2019
- Pre-Bid Conference date, time and place: Wednesday, August 7, 2019 at 10 a.m. EST, 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, August 7, 2019  
No later than 5:00 p.m. (Local Time)  
Emailed to Procurement Staff  
(See Section 1.4)
- Deadline for receipt of Bids: Tuesday, August 20, 2019  
No later than 2 p.m. Local Time  
(See Section 1.9 for location)
- Projected Board Approval of Contract: November 2019
- Projected Contract start date: November 2019

**1.4 CONTACT PERSON**

The contact person for this ITB is:

- Name and Title: Miranda James  
Director, Procurement Management Services
- Mailing Address: Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
1450 Northeast 2nd Avenue, Suite 650  
Miami, Florida 33132

E-mail Address: [mjames@dadeschools.net](mailto:mjames@dadeschools.net)  
Telephone: (305) 995-1621  
Fax: (305) 995-2307

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this ITB is permitted**, except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

## **1.5 CONE OF SILENCE**

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

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

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

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board 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 Miranda James, Director, Procurement Management Services, at [mjames@dadeschools.net](mailto:mjames@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 three (3) years with two (2) successive options to renew of one-year each, all at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

### **1.9 BID SUBMISSION**

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

- **One (1) unbound original proposal, with all attachments and original signatures.**
- **One (1) bound copy of the original proposal.**

- **One (1) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format**

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

**Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
Attn: Miranda James  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132**

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

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

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

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

#### **1.11 ADDITIONAL INFORMATION/AMENDMENT**

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITB, in accordance with **Section 1.4**, 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 the Bidder's contact person, address, phone number, email and facsimile number.

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

the Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described in **Section 1.4**.

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

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

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

**1.12 PROPOSAL GUARANTEE DEPOSIT**

No Proposal Guarantee Deposit will be required for this ITB.

**1.13 PERFORMANCE OR PAYMENT BONDS**

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

**1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM**

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

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: <https://miamidadeschools.diversitycompliance.com/>

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO

for additional information on the M-DCPS shortened interlocal certification agreement.

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>

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: <http://miamidadeschools.diversitycompliance.com>. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at [OEO@dadeschools.net](mailto:OEO@dadeschools.net) for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

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 Bids:**

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 local businesses, the tie shall be broken as delineated in School Board Policy **6320**.

Bidders claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 3)** and a copy of their business license with their response.

The School Board Policy may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

**1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION**

All proposals received in response to this ITB, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the ITB may be contacted to submit the missing information within two (2) business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

**1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

No late proposal, bid, modification, or late withdrawal will be considered. Each bidder **MUST** submit Exhibit 8, Bid Receipt Form, which provides documentation of the submittal date and time.

**1.18 ITB POSTPONEMENT/CANCELLATION**

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

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

**1.19 COSTS INCURRED BY BIDDERS**

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

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

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

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

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents
Exhibit 10	Submitted Bid Document Verification Form
Exhibit 11	Infraction Penalties for Private School Bus Companies
Exhibit 12	Sample Agreement

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

### **1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (**Exhibit 4**) that must be completed and notarized prior to award unless, an Affidavit of Continued Compliance is applicable and is appropriately executed.

### **1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION**

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

**The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible and, if appropriate, evaluate the balance of the proposal. The redaction or return of**

information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

### 1.23 EVALUATION/SELECTION PROCESS

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

### 1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District Procurement Management Services' website <http://procurement.dadeschools.net>, under the tab, "Notice of Intended Action."

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

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

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

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

The Office of the School Board Clerk  
Miami-Dade County Public Schools  
1450 Northeast Second Avenue, Room 268B  
Miami, Florida 33132  
Fax: (305) 995-1448  
E-Mail: [Dllopiz@dadeschools.net](mailto:Dllopiz@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 Procurement Management Services' website no later than the Friday preceding a regularly scheduled Board meeting. The website address is as follows: <http://procurement.dadeschools.net>, under the tab of "Notice of Intended Action."

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 Proposer 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. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320.04, *Contractor Discipline*. 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, *Purchasing*.

## **1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The 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 contractor's new

employees who are employed in the State of Florida in accordance with Executive Order 13465

The contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work." The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

## **1.28 BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475, as amended from time to time Bidder agrees that, if Bidder receives remuneration for services, Bidder and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board policies prior to providing services to The School Board of Miami-Dade County, Florida.

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds, must meet level 2 screening requirements as described in the above-referenced Statutes and School Board policies.

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

A non-instructional contractor, who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by the Board, if the Board deems necessary, the Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as

a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475, within 48 hours of its occurrence. Bidder agrees to provide the Board with a list of all of its employees, who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement, entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

### **1.29 COMPLIANCE WITH SCHOOL CODE**

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

### **1.30 CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida, shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

### **1.31 PUBLIC RECORDS LAW**

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine Law, pursuant to Florida Statute § 286.011 and to make available for public inspection and copying any information received in response to an ITB, in accordance with Florida Statute § 119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the Bidder would create

an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

### **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 Board Policy 6320.04, *Contractor Discipline* – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

### **1.35 PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

### **1.36 NO GRATUITY POLICY**

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from 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**

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

### **1.39 DUTY TO DEFEND**

Bidder agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Bidder’s performance under this Contract.

### **1.40 INSURANCE REQUIREMENTS**

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **ITB-18-076-MJ**

#### INDEMNIFICATION

To the fullest extent permitted by law, the Vendor 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 Vendor’s performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct or other persons employed or utilized by the Vendor in the performance of this Agreement. 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 AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor to furnish the greatest amount of indemnification allowed under Florida Law. To the extent any indemnification requirement

contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

### DUTY TO DEFEND

The Vendor 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 Vendor's performance under this Agreement.

### INSURANCE

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 33132

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- 995-7133.

#### **1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY**

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

#### **1.42 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS**

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

### **1.43 TESTING AND PRODUCT EVALUATIONS**

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded vendor must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: <http://materials.dadeschools.net>.

### **1.44 CHARTER SCHOOLS**

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

### **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 Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

### **1.46 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.

### **1.47 INVOICING AND PAYMENTS**

The Contractor shall submit invoices for payment reimbursement based on actual expenditures, no later than the 10th of the month following the month of services provided and/or items delivered. Payments will not be authorized until the District's designated staff has reviewed and approved a properly completed invoice with supporting documentation. Invoices shall be submitted to M-DCPS, Attn: Account Payable, 1450 NE 2nd Avenue, Suite 602, Miami, FL 33132, and with electronic copies to [mdcpsvendorstatements@dadeschools.net](mailto:mdcpsvendorstatements@dadeschools.net) referencing the applicable District issued purchase order (PO) number.

#### **1.48 FINANCIAL CLOSEOUT**

The Contractor shall submit the final invoice for payment to the District's Accounts Payable within forty-five (45) from the end of the Contract term. If the contractor fails to do so, all rights to payment may be forfeited and the District may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the resulting contract may be withheld until all reports and/or deliveries due from the Contractor and necessary adjustments thereto have been approved by District designated staff.

#### **1.49 EXPANDING POOL OF VENDORS**

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

#### **1.50 AMERICAN WITH DISABILITIES ACT**

Proposer agrees and warrants that its services and/or products comply with Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Proposer further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of the Proposer's failure to comply with this requirement.

#### **1.51 POST-AWARD DEBRIEFING**

Any bidders/proposers, upon its written request received by the District seven (7) days after a Board award has been made for this said solicitation shall be debriefed and furnished the basis of the selection decision and contract award. The debriefing of successful and unsuccessful bidders/proposers may be done orally and/or in writing, which includes but not limited to a review of tabulation sheet and reasonable responses to relevant questions about the source selection procedures.

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## SECTION 2.0 - SCOPE OF SERVICES

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

### 2.1 GENERAL INFORMATION

The District is seeking to purchase at a firm unit price, quantities, as may be required, of school bus routes, for Miami-Dade County Public Schools.

In order to conduct new business under this bid, M-DCPS requires that the bidder(s) have a current vendor application on file. The information on the ITB and the vendor application must be consistent. Failure to comply with this condition may cause the Bidder(s) to not be awarded any new businesses. Vendor applications can be downloaded at: <http://procurement.dadeschools.net>.

**The agreement between the successful proposer(s) and the Board will be non-exclusive. Furthermore, this ITB has a SBE/MBE goal of 5%.**

**For firm fixed pricing, catalog discounts and/or preapproved vendor bids, it is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated previously. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices. Therefore, the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial contract term or each extension period to be valid for the upcoming contract extension period. This price adjustment is subject to approval by M-DCPS.**

**All requests for price adjustments must be submitted in writing to M-DCPS Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify all requests as deemed to be in the best interest of M-DCPS with appropriate documentation provided to the awarded bidder(s). If mutually agreed upon, the price adjustment(s) shall be valid for the next contract and/or extension period unless the adjustment period is otherwise stated and approved by M-DCPS Procurement Management Services. Awarded bidder(s) who are granted price adjustments must make these price adjustments valid for the contract extension period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by school system personnel.**

### 2.2 SCOPE OF WORK

#### 2.2.1 QUANTITIES

This bid is for an estimated 180 school days for regular routes. All vendor costs, practice runs, inspection fees, equipment and equipment installation, etc., must be included in the daily bid prices. No additional compensation will be allowed or provided.

The bidder must indicate in the space provided in the Bid Proposal section the maximum number of routes that it will be able to accept and perform. The award will be based on that number and no more. **Award will be made based upon drivers, buses and available equipment certified as of date of bid opening.** The sole determination of which route is awarded to which company shall rest with the Board.

The quantities or usage shown on the Bid Proposal Form are estimates only. No guarantee or warranty is given or implied by the Board, as to the total amount that may or may not be purchased from the resulting contract(s). These quantities are for bidders' information only, to aid in determining whether they will be able to supply the amounts, which may be required by the Board. The Board does not guarantee to any vendor any specific number of trips. Various schools or departments will arrange all scheduling of trips. The Board reserves the right to reject any or all companies.

### **2.2.2 INSURANCE REQUIREMENTS**

Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s) (General Liability Insurance, Automobile Liability Insurance, Workman's Compensation Insurance and/or Certificate of Exemption of Coverage under Worker's Compensation Law (BCM207) issued by the State of Florida or a copy of the Notice of Election to be Exempt), no later than five (5) days after the bid opening date. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

The vendor information (name, address, etc.) on the certificate of insurance must exactly match the vendor information on the Bidder Qualification Form of the bid or the vendor will be considered non-responsive and not eligible for award of the contract.

Failure to have and continuously maintain the appropriate insurance, as specified herein, shall result in the loss of all runs for the remainder of the current contract.

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 requirements as mentioned in section 1.40 Insurance Requirements.

### **2.2.3 AWARD**

Award will be made in the best interest of M-DCPS, based upon need, and M-DCPS reserves the right to reject bids for any and all reasons, including excessive price. A vendor may not receive an award, if that vendor does not have the required extra drives and buses.

### **2.2.4 OCCUPATIONAL LICENSE**

A copy of the bidder's occupational license shall be submitted with the bid. The information on the occupational license (name, address, etc.) shall be identical to the information submitted on

the Bidder Qualification Form. Bidder shall continuously maintain, without interruption, appropriate occupational/business licensing.

### **2.2.5 SCHOOL BUSES**

All successful bidders will be required to provide school buses that are approved by M-DCPS and meet all applicable State of Florida specifications for the year unit was built by the manufacturer. All vendor school buses must be of 2001 or newer. All vendor school buses must be inspected in accordance with Florida Statutes and applicable State Board Rules every thirty (30) school days.

In order to be approved to transport M-DCPS students on contracted bus routes and trips, the school buses provided by a vendor must **also** be equipped with the following equipment which must meet all applicable specifications:

- (a) School buses used to transport M-DCPS students must be equipped with air conditioning.
- (b) School buses used to transport M-DCPS students must be equipped with an appropriate electronic Post-Trip Reminder System.
- (c) Vendors must agree to have their school buses that will be used to transport M-DCPS students to be equipped with a GPS unit. The GPS unit will be supplied and installed by M-DCPS Department of Transportation Vehicle Maintenance at no cost to the vendor.
- (d) School buses used to transport M-DCPS students must be equipped with an appropriate Route Indicator Sign. The route indicator signs must be of black durable plastic with white changeable digits with a header that must read "ROUTE." The signs must match the existing ones currently used by M-DCPS. The units must be mounted in between the rub rails, closest to the entrance door. The route indicator signs used by M-DCPS are called The Route Changer, Model Number RC-H4 and were purchased from Reflective Image, 74605 Main Road, Greenport New York 11944. Telephone Number 1-888-948-9800.
- (e) All companies must be in full compliance with all Federal, State and Local regulations.
- (f) A vendor may not receive an award, if that vendor does not have the required extra drivers and buses.
- (g) All buses to be used in this contract shall be titled in the name of the bidder as it appears on the Bidder Qualification Form. The successful vendor(s) shall have 30 days from the date of award to comply with this requirement. Failure to do so will result in the vendor(s) award being terminated and the routes reverting back to the Board.

### **2.2.6 LETTERING AND MARKING**

All lettering and markings on school buses must comply with National School Transportation Specifications and Procedures and all current Florida School Bus Specifications. No other letterings, markings, signs or stickers are permitted to be placed on or in a school bus.

### **2.2.7 REQUIREMENTS FOR SCHOOL BUS DRIVERS AND BUS AIDES**

- (a) Drivers must have an excellent driving record, as verified by M-DCPS with a State of

Florida driving record check. Vendors must not use drivers to fulfill contract requirements who have a suspended, disqualified, cancelled, or revoked driver's license.

(b) Vendors must make sure all drivers used to transport M-DCPS students are trained in accordance with the requirements of Rule 6A-3.0141 of the State Board of Education. Vendors must make sure all bus aides assigned to buses on which M-DCPS students are transported are trained and knowledgeable of their duties and responsibilities in accordance with guidelines provided by the M-DCPS Department of Transportation.

(c) Vendors must make sure all drivers used to transport M-DCPS students are in compliance with the requirements of the Omnibus Transportation Employee Training Act (OTETA) of 1991, as amended, 49 CFR Part 40 (Drug and Alcohol Testing Procedures), 49 CFR Part 382 (Drug and Alcohol Testing Requirements), 49 CFR 391 (Driver Qualifications), and Rule 6A-3.0141 of the State Board of Education.

(d) Vendors must ensure that all drivers and bus aides transporting M-DCPS students have successfully passed required background checks in accordance with the "Jessica Lunsford Act."

(e) Vendors shall ensure that all drivers and bus aides transporting M-DCPS students are alert and capable of performing their assigned duties.

(f) All drivers and bus aides assigned to buses transporting M-DCPS students shall be clean and neat in their appearance. All drivers and bus aides are required to dress in appropriate attire.

(g) All drivers and aides assigned to buses transporting M-DCPS students must have the ability to effectively communicate in English with all students, parents, school staff, and other M-DCPS personnel with whom they come into contact.

(h) M-DCPS Department of Transportation shall provide a photo identification badge to each driver and bus aide who will be assigned to a bus transporting M-DCPS students. Drivers and bus aides must wear the identification badge whenever they are transporting M-DCPS students.

(i) All drivers operating contracted routes or trips under this ITB are required to drive the route or trip exactly as scheduled by M-DCPS. Drivers shall not alter or modify any route or trip without prior written approval from M-DCPS.

(j) Drivers shall always operate their school bus in a careful and prudent manner, exercising the highest degree of care, and complying with all rules of the road and traffic regulations.

(k) Drivers and bus aides shall comply with M-DCPS procedures and practices in securing student passengers, wheelchairs, child safety seats, crutches, walkers, and orthopedic equipment at all times. Drivers and bus aides shall comply with M-DCPS procedures and practices for seating, supervision, and providing services to students with disabilities.

(l) Drivers are strictly prohibited from using cell phones (talking and texting) while transporting students.

(m) Drivers and bus aides shall check their buses after each and every trip to make sure no students have been left on the bus.

(n) A vendor's failure to comply with any of the requirements of this Section shall result in the Vendor being found in default of contract and disqualified from providing transportation services to M-DCPS.

(o) All new drivers and aides hired after August 20, 2019, must be provided certified cardiopulmonary resuscitation (CPR) and first aid training along with other required pre-service training prior to transporting students, and shall receive CPR and first aid refresher in-service training at least biennially. All operators and attendants who that are employed and transporting students on or before the effective date of August 20, 2019 must be provided certified CPR and first aid training by November 1, 2020.

### **2.2.8 PRE K REQUIREMENTS**

In the event an awarded vendor is required to transport pre-school age children, the *Florida Guidelines for Seating of Pre-school Age Children in School Buses* (published by the Florida Department of Education), must be adhered to prior to the transportation of the children. Any vendor that transports pre-school students not in accordance with the Guidelines will be in default of contract and will be disqualified from providing transportation services to M-DCPS.

### **2.2.9 ROUTES**

Specific routes will be provided to the awarded vendors on or about (December 6, 2019). The Route Schedule will range from 5:45AM – 9:10AM and 1:45PM - 5:15PM. Routes will be servicing specific schools and students once they are established for the start of the 2019/2020 school year. Routes are subject to change throughout the school year. Routes will be reviewed and adjusted every subsequent school year for the term of this contract.

### **2.2.10 ROUTE ADJUSTMENTS**

The Department of Transportation reserves the right to adjust any route, at no additional cost to as the adjustment does not exceed the time window by more than 5% of the awarded route time.

### **2.2.11 UNINTERRUPTED “ON-TIME” SERVICE**

Vendors shall maintain sufficient quantities of school buses, drivers, and bus aides to provide uninterrupted “on-time” service for all contracted routes and runs. Anticipated or unanticipated loss of a school bus due to preventive maintenance, mechanical breakdowns, or trips outside of this ITB which result in interrupted or delayed service shall be subject to penalties specified in this ITB. Likewise, interrupted or delayed service due to lack of an available driver, or failure to provide a bus aide when required for a route or run shall also be subject to penalties specified in this ITB.

### **2.2.12 SUB-CONTRACTING OF ROUTES / CHANGE OF OWNERSHIP**

(a) Sub-contracting of routes is not allowed. Routes awarded to a specific company will remain with that company for the duration of the contract.

(b) Any sub-contracting of or failure to accept any route(s) recommended for award, will be

considered a default of the contract, with the appropriate default penalties assessed. These routes will revert back to the Board for appropriate disposition.

(c) In the event that routes awarded by the Board can no longer be handled by a vendor, those routes will revert back to the Board for appropriate disposition.

(d) If a bus company changes ownership, sales documents, showing the complete sale and transfer of all company assets, must be submitted, immediately upon completion of the sale, to the Board. Upon receipt of the appropriate sale/transfer documentation, the awarded school bus routes may, upon Board approval, be assigned to the new owner/company, or revert back to the Board for appropriate disposition.

(e) The vendor must be able to demonstrate that it is not an affiliate of a business nor share (on an individual or combined basis) common ownership, directors, management, employees, facilities, inventory, financial resources and expenses, equipment or business operations with an individual and/or business concern which is in the same or an associated field of operation. Affiliate shall be as defined in Florida Statute 607.0901. Failure to do so will result in the bid being considered non-responsive.

### **2.2.13 PRE-BID CONFERENCE**

There will be an information pre-bid meeting at Tuesday, July 16, 2019 on 10 a.m., at 1450 NE 2<sup>nd</sup> Avenue, ste. 650, Miami, Florida 33132. Vendors are strongly encouraged to attend this meeting. Bids will only be accepted from vendors who are approved to contract with Miami-Dade County Public Schools for this type of service prior to the opening of the bids.

A CD containing the following documents will be distributed during the informational pre-bid meeting. These documents will be considered as a part of this bid and are incorporated in the bid specifications:

- (a) Screening of Driving Records Criteria for Prospective School Bus Drivers
- (b) Medical examination requirements and *Medical Examiner's Certificate*
- (c) Drug and Alcohol screening requirements
- (d) Fingerprinting and Background Check (Jessica Lunsford Act)
- (e) Training requirements for school bus drivers (As established by the State of Florida and Miami-Dade County Schools)
- (f) Training guidelines for school bus aides (As established by the State of Florida and Miami-Dade County Schools)
- (g) Handbook for School Bus Drivers and School Bus Aides (Private Company Version)
- (h) Chapter 1006 Florida Statutes/State Board Rule 6A-3
- (i) School Board Rule 8600.01 (Private School Bus Companies Under Contract With The District)
- (j) M-DCPS Information Document: Information Regarding The Process To Become An Approved M-DCPS School Bus Contractor Florida Guidelines for Seating of Pre-school Age Children in School Buses
- (k) School Calendars for 2019-2020 School Year
- (l) Bus Information Profile form
- (m) Infractions and Penalties for Private School Bus Companies

Vendors are encouraged to make sure that they receive copies of all of the above listed

documents. In the event that a vendor is unable to attend the pre-bid meeting, please contact the M-DCPS Transportation Administration Office at telephone (305) 234-3365 to obtain copies.

#### **2.2.14 PERFORMANCE**

Vendors failing to perform as required by this contract, including no-show, partial or total, may be considered in default and the award terminated by the Board.

#### **2.2.15 PRICING**

It is the vendor's responsibility to determine prior to bidding the cost of all tolls. Tolls should not be shown as a separate item in this bid. The total cost of each item will include all applicable tolls.

#### **2.2.16 COMPANY**

In order for a vendor to be approved to contract with Miami-Dade County Public Schools to provide school bus transportation services, the following requirements must have been met:

(a) The vendor's drivers must have completed all actions necessary to be certified to drive for the 2019-2020 school year. Driver certification is handled by M-DCPS Transportation Administration Office, telephone 305-234-3365. Prior notification **must** be given to the Transportation Department when a driver leaves a company and/or when new drivers are added. Failure to notify the Transportation Department of a new driver, prior to use of that driver, will result in an automatic loss of route for the remainder of the contract including extension years, if any.

(b) The vendor's tort liability insurance and Worker's Compensation Insurance must be approved by M-DCPS Office of Risk and Benefits Management, telephone 305-995-7182.

(c) The vendor's school buses must be approved by M-DCPS. In order to be approved, buses must meet the criteria set forth in Section 5 of this ITB and must meet all applicable specifications for the year of manufacture. All company school buses must be inspected in accordance with Florida Statutes and applicable State Board Rules every thirty (30) school days.

(d) **M-DCPS SCHOOL BUS INSPECTIONS.** Required school bus inspections must be performed by M-DCPS Vehicle Maintenance. The cost for each inspection is \$100.00 per inspection. If, for any reason, a bus fails inspection, MDCPS will re-inspect those items within 72 hours at no additional cost. Re-inspection after the 72-hour window will require additional fees. School bus inspections may be scheduled by contacting the M-DCPS Vehicle Maintenance Administration Office at 305-234-0849.

(e) **SCHOOL BUS INSPECTIONS BY OTHER SCHOOL DISTRICTS.** Vendors may also make arrangements with other school districts to have inspections performed by their certified School Bus Inspectors. Vendors are responsible to ensure that the completed bus inspection forms are provided to M-DCPS Vehicle Maintenance within twenty-four (24) hours of inspection.

(f) **RIGHT TO SPOT CHECK AND/OR RE-INSPECT BUSES.** M-DCPS reserves the right to spot check and/or re-inspect buses at any time to ensure compliance with Florida Statutes governing school buses. The Vendor shall be responsible to pay all applicable fees for such spot

checks and/or re-inspections.

(g) Provide emergency protocols for student's safety while traveling.

### **2.2.17 PRICE ADJUSTMENTS**

The term of this contract is for three (3) years, with option to extend for two (2) additional one (1) year periods. At the end of each contract term, providing the option(s) to extend is exercised, the contract prices may be adjusted by up to 5%, up or down, applying 1% for every 5 cents of fuel price increase/decrease (maximum 5% either way) to the contract price for the previous period.

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

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer 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. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. <b>Three (3)</b> references letters from organizations of comparable size and complexity to M-DCPS. <b>This must be documented on Exhibit 5, Bidder Experience form, whereby each bidder uses one form per reference.</b>		
d. Please submit written communication that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system). Valid e-mail address for SAP system communications (i.e. PO’s).		
e. Provide a list of Bus Drivers with license numbers, including substitute drivers.		
f. Provide a list of Buses with VIN number, including brand and model.		
g. Submission of all documents/plans stated in Section 2, Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, supplier diversity, price proposal and the required forms and attachments, as stated in Section 6 of this ITB.		
h. Provide a letter indicating a contact person name, e-mail and phone number to contact for day to day operations.		

### **SECTION 3.0 - PRICE PROPOSAL**

[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**

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

#### **3.1 PRICE PROPOSAL FOR ITB-18-076-MJ SCHOOL BUS ROUTES FOR PRIVATE SCHOOL BUS COMPANIES**

As stated in Section 2.0 of this ITB, the District is seeking to purchase at a firm unit price, quantities, as may be required, of school bus routes for Miami-Dade County Public Schools.

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

The ITB award shall be made to the lowest 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 quotes 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 three (3) years, with three (3) one-year contract extensions. However, as bidders shall review section 2.1 in this ITB for guidance related to price adjustments.

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 contract, 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.

Below are details to consider in proposing total fees for the itemized price proposal:

All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this ITB.

**The School Board of Miami-Dade County, Florida**  
**ITB-18-076-MJ**  
**School Bus Routes for Private School Bus Companies**

**Name of Bidder:**

**Bid #: ITB-18-076-MJ**

**Title: School Bus Routes for Private School Bus Companies**

**Maximum Number of Routes Vendor Will Accept:**

**Important Bid Notes**

**ALL ITEMS SHOWN ARE APPROXIMATE**

**VENDOR MUST INDICATE THE MAXIMUM NUMBER OF ROUTES THEY WILL ACCEPT**

Item #	Route #	A.M. Hours	P.M. Hours	Bus Type	Other Requirements	Estimated Qty. (Days)	Unit	Price Per Unit	Comments
1	3601	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
2	3602	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
3	3603	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
4	3604	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
5	3605	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
6	3606	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
7	3607	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
8	3608	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
9	3609	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
10	3610	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
11	3611	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
12	3612	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
13	3613	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
14	3614	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
15	3615	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
16	3616	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		

17	3617	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
18	3618	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
19	3619	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
20	3620	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
21	5601	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
22	5602	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
23	5603	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
24	5604	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
25	5605	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
26	7601	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
27	7602	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
28	7603	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
29	7604	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
30	7605	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
31	7606	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
32	7607	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
33	7608	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
34	7609	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
35	7610	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		
36	7611	5:45 - 9:10	1:45 - 5:15	Reg. AC Bus	Aide, GPS, CSS & Safety Vest	180	Per Bus Per Day		

**For this Section 3.2 – PRICE PROPOSAL:**

\_\_\_\_\_  
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 the 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 & Supplier Diversity

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.

In compliance to Board Policy 6320.02, Small/Micro, Minority/Women-owned and Veteran Business Enterprise programs, each bidder must provide its' firms supplier diversity program plan, which details its commitment to small, micro and minority businesses.

6) Price Proposal List

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

7) Required Forms & Attachments

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

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Form
Exhibit 9	Sample M-DCPS Certification Documents
Exhibit 10	Submitted Bid Document Verification Form
Exhibit 11	Infraction Penalties for Private School Bus Companies
Exhibit 12	Sample Agreement

#### 4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick.**
- (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.

**In addition to the below label, all bidders MUST attach Exhibit 9, Proposal Submittal Receipt Form to the outside of the proposal.**

<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: Miranda James</u> <u>Procurement Director</u> School Board Administration Building 1450 N.E. 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
<b>ITB No.:</b> ITB-18-076-MJ <b>ITB Title:</b> School Bus Routes for Private School Bus Companies <b>Proposal Due Date:</b> Tuesday, August 20, 2019 by 2p.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. Please note, Procurement staff may apply scoring incentives for all registered SBE/MBE/VBE vendors and/or vendors claiming local preference, as noted within Section 1.14 and Section 1.15, respectively. In accordance with Florida Statute 287.057 and the Goal Setting Committee recommendations, "all agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises".

As a result of the Goal Setting Committee's recommendation for this solicitation and receipt of eligible bid responses, Procurement staff shall conduct a fair market price evaluation, whereby a cost or price analysis using past pricing data and the consumer price index (CPI) or similar indexes are reviewed to determine reasonableness. SBE/MBE/VBE vendors or vendors claiming local preference will be afforded the opportunity to match the fair market price, if their bid pricing is higher than the fair market price. When applicable, vendor preferences delineated in Board Policy 6320.05 will be adhered to.

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

### 5.3 PRICE PROPOSAL

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**.

### 5.4 AWARD

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

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

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## **SECTION 6.0 – ATTACHMENTS**

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents
Exhibit 10	Submitted Bid Document Verification Form
Exhibit 11	Infraction Penalties for Private School Bus Companies
Exhibit 12	Sample Agreement

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**EXHIBIT 1  
COVER PAGE FOR PROPOSAL**

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

**EXHIBIT 2  
ACKNOWLEDGMENT OF AMENDMENTS**

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

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

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

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

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

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

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

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

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

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

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**PART II:**

No Addendum was received in connection with this solicitation.

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

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

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

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

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

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

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

### EXHIBIT 3



## Miami-Dade County Public Schools Local Business Affidavit of Eligibility

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

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

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

**SWORN AND SUBSCRIBED BEFORE ME**

_____ SIGNATURE OF NOTARY PUBLIC THIS _____ DAY OF _____, 20____  My Commission Expires: _____ NOTARY SEAL	_____ PRINTED NAME OF AFFIANT  _____ SIGNATURE OF AFFIANT                      DATE  _____ TITLE  _____ COMPANY NAME
---	--

FM-7138 Rev. (03-13)

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

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

**All Bidders must read and complete in its entirety, sign and have notarized the attached “Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.”**

**Failure to do so will result in the proposal submitted being considered non-responsive and, therefore, not considered for award.**

Bid or Contract No. \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:**

1. The business addresses of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.
5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has

been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearing is attached to this statement.

\_\_\_\_\_  
Affiant's Signature

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

**EXHIBIT 5  
BIDDER EXPERIENCE**

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

Prime Bidder:

\_\_\_\_\_

Client Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Client Contact name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

Email:

\_\_\_\_\_

Is Client a School District? ( Yes\_\_\_\_ No\_\_\_\_ )

**Duration of Client Relationship:**

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_ for \_\_\_\_\_ Total Years.

**Additional information (attach pages as necessary):**

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

---

*For Department Use Only:*

\_\_\_\_\_  
*PMS Staff Name/ Signature*

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

**EXHIBIT 6  
ANTI-COLLUSION STATEMENT**

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

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

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

**Type of Business Organization and Authority of Signatory:**

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

LEGAL NAME OF AGENCY OR  
BIDDER SUBMITTING PROPOSAL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF BUSINESS ORGANIZATION: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) \_\_\_\_\_

BY: NAME TYPED \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT 7  
DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

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

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

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

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

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

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

**DISCLOSURE OF CONFLICT OF INTEREST**  
**(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)**

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net). Any 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. As stated in Section 4.3, please complete the following form and attach the form to the outside of your firm's bid response.

<b>ITB Name and Number:</b>	ITB-18-076-MJ School Bus Routes for Private School Bus Companies
<b>ITB Due Date:</b>	Tuesday, August 20, 2019 at 2:00p.m.
<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>	

**EXHIBIT 9  
SAMPLE M-DCPS CERTIFICATION DOCUMENTS**

**Certification Application: Start Certification Application**



## New Application for Miami-Dade County Public Schools

*M-DCPS's New Application for Small Business Enterprise (SBE), Micro Business Enterprise (MBE), Minority Women Business Enterprise (M/WBE) Certification.*

This application is for NEW Small Business Enterprise (SBE) & Micro Business Enterprise (MBE) & Minority/Women Business Enterprise (M/WBE).

Note: Firms currently certified by M-DCPS should not submit a New Application. Instead submit a Recertification application, due on the anniversary date.

Review the information below and complete the eligibility requirements then click Continue.

For more information about M-DCPS's SBE/MBE/MWBE Program, please visit the <http://oee.dadeschools.net/> page.

For guidance, please call 305-995-1307 or email [ooo@dadeschools.net](mailto:ooo@dadeschools.net).

**Need Help?**

[Download Part 2 of the user manual](#)

[Sign up for a Training Class](#)

### Company & Contact Information

Select a company type and application auto-fill option. Confirm or enter your personal and company email addresses to permit us to contact you quickly for technical support, if needed.

YOUR EMAIL ADDRESS *	<input type="text" value="mdcpstest1@b2gnowuser.com"/>
COMPANY EMAIL *	<input type="text" value="mdcps1@b2gnowuser.com"/>
COMPANY TYPE *	<input type="text" value="Corporation"/>
APPLICATION AUTOFILL *	<input checked="" type="radio"/> Use existing account information to auto-fill application

### Eligibility Requirements

The following basic criterion is used to evaluate eligibility for certification. However, meeting these basic items does not guarantee that an application will be approved. This is only intended as a general overview to see if your firm should apply for certification.

Is your firm registered as a vendor with MDCPS?

Yes  No

Does the owner and/or qualifier of the business have the required professional licenses and contractor qualification licenses?

Yes  No

Does your business have a occupational license and all required professional licenses and/or contractor qualifier licenses?

Yes  No

For SBE/MBE Applicants only: Has your business been established for at least one year or the principals of the business have at least

three years of relevant experience prior to forming or joining the business?

Yes  No  Not Applicable

For SBE/MBE Applicants only: Is your firm independently owned and operated business that is not dominant in its field of operation and is performing a commercially useful function?

Yes  No  Not Applicable

For SBE/MBE Applicants only: Does your business have an actual place of business in Miami-Dade County for at least a year preceding the application?

Yes  No  Not Applicable

For M/WBE Applicants only: Does the business employ 200 or fewer permanent full time employees in conjunction with its affiliates and has a net worth of 5 million or less?

Yes  No  Not Applicable

For M/WBE Applicants only: Is the business 51% minority owned and/or controlled?

Yes  No  Not Applicable

For M/WBE Construction or Construction Related Applicants only: Is the firm actual place of business in Miami-Dade County, Broward County, or Palm Beach County for at least a year preceding the application?

Yes  No  Not Applicable

For Sole Proprietor M/WBE Applicant only: Does the business meet the requirement of 5 million net worth that includes both personal and business investments?

Yes  No  Not Applicable

Continue

Return

[Customer Support](#)

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**EXHIBIT 10  
SUBMITTED BID DOCUMENT VERIFICATION FORM**

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer 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. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. <b>Three (3)</b> references letters from organizations of comparable size and complexity to M-DCPS. <b>This must be documented on Exhibit 5, Bidder Experience form, whereby each bidder uses one form per reference.</b>		
d. Please submit written communication that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system). Valid e-mail address for SAP system communications (i.e. PO's).		
e. Provide a list of Bus Drivers with license numbers.		
f. Provide a list of Buses with VIN number, including brand and model.		
g. Submission of all documents/plans stated in Section 2, Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal and the required forms and attachments, as stated in Section 6 of this ITB.		
h. Provide a letter indicating a contact person name, e-mail and phone number to contact for day to day operations.		

Please sign below confirming all items noted above are included in your submission.

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

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

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

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

\_\_\_\_\_  
*Signature of Originating Department*

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

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

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

---

*For Department Use Only:*

\_\_\_\_\_  
*PMS Staff Name/ Signature*

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

**EXHIBIT 11**  
**Miami-Dade County Public Schools**  
**Department of Transportation**

**INFRACTION PENALTIES FOR PRIVATE SCHOOL BUS COMPANIES**

**ITB-18-076**  
**School Bus Routes for Private School Bus Companies**

<b>INFRACTION</b>	<b>PENALTY</b>
Use of unlicensed, uncertified, or inappropriate bus driver.	Loss of route for remainder of the current contract and extension periods.
Use of unapproved or inappropriate bus aide.	Loss of route for remainder of the current contract and extension periods.
Use of unapproved and/or uninspected bus.	Loss of route for remainder of the current contract and extension periods.
Use of bus without appropriate seating to accommodate number of students required to be transported.	Loss of route for remainder of the current contract and extension periods.
Use of bus without required equipment to properly transport special needs students.	Loss of route for remainder of the current contract and extension periods.
Use of bus without operable air conditioning.	Loss of route for remainder of the current contract and extension periods.
Failure to operate a bus route or scheduled field trip.	Loss of route for remainder of the current contract and extension periods.
Failure to continuously maintain, without interruption, appropriate liability insurance and/or Workers Compensation Insurance	Loss of route for remainder of the current contract and extension periods <b>and</b> automatic removal from list of Approved Private School Bus Companies for up to 12 calendar months.
Inability to contact or communicate with a company representative and/or driver on a “real time” basis.	Loss of route for remainder of the current contract and extension periods.
Inability of driver and/or aide to communicate with students, parents, school staff, and other M-DCPS representatives in English.	Loss of route for remainder of the current contract and extension periods.
Delay in notification to M-DCPS Dept. of Transportation of accident or incident.	Loss of route for remainder of the current contract and extension periods.
Failure to notify M-DCPS Dept. of Transportation of accident or incident or falsification of accident or incident report.	Loss of route for remainder of the current contract and extension periods <b>and</b> automatic removal from list of Approved Private School Bus Companies for up to 12 calendar months.
Driver conviction of traffic violation.	Disqualification of driver from operating contracted routes or field trips as prescribed in driver screening criteria.
Failure to adhere to any relevant provision of Board Policy 8600.01 or <i>Handbook for School Bus Drivers and School Bus Aides</i> .	Penalty based on infraction which could range from temporary suspension to termination of contract.



**4. PAYMENT SCHEDULE**

Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- one lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services
- \_\_\_\_\_ partial payments in the amount of \$ \_\_\_\_\_ after/before each \_\_\_\_\_
- Please see payment schedule hereto attached and incorporated into this Agreement.

**5. CONFIDENTIALITY OF STUDENT RECORDS**

Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

**6. GOVERNING LAW; VENUE; ATTORNEYS' FEES**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

**7. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor 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 Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. 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 AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Contractor. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

**8. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

**9. ADA COMPLIANCE**

Contractor agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Contractor agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Contractor further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Contractor's failure to comply with this requirement.

**10. COMPLIANCE WITH SCHOOL CODE**

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor 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 School Board.

**11. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

**12. TERMINATION AND SUSPENSION**

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the School Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the School Board terminated upon receiving notice of the attempted fraud as determined by the School Board.

**13. DEFAULT**

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

**14. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594).

**15. DEBARMENT**

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

**16. CLEAN AIR ACT**

Contractors awarded contracts in excess of \$150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368 ), Executive Order 11738, and Environmental Protection Agency regulations ( 40 CFR part 15 ), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387)..

**17. DAVIS-BACON ACT LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-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").

**18. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

**19. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

**20. BYRD ANTI-LOBBYING**

Contractors awarded contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**21. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools 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 a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

**22. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS**

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

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

**23. 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 the staffs, or families.

**24. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

**25. SMALL/MICRO, MINORITY/WOMEN AND VETERAN BUSINESS ENTERPRISE PROGRAMS**

The Small/Micro Business Enterprise (SMBE), Minority/Women and Veteran Business Enterprise (VBE) Programs, implemented pursuant to School Board Policy 6320.02 were established to provide expanded and equitable participation in School Board procurement of goods and services, construction, and professional services. If applicable, in completing its obligations under this Agreement, the Contractor agrees to comply with all applicable requirements of the SBE/MBE, MWBE and VBE Programs, provided in School Board Policy, as it exists on the date of the commencing of this Agreement.

**Compliance, Monitoring and Reporting of Subcontractors** - As applicable to meet the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals, the Contractor shall be required to submit a monthly report via the online diversity compliance system for compliance with the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals for sub-contractors. All compliance reporting shall be submitted through the link provided <http://miamidadeschools.diversitycompliance.com>. The Contractor may only remove and replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor of similar certification. To the extent that the Contractor seeks to replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor that does not maintain a similar certification, then the Contractor must first obtain approval from the Office of Economic Opportunity (OEO). The OEO shall monitor and/or verify 100% of reported payments to subcontractors ensuring the Contractor's reported subcontract participation is accurate.

**26. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at [www.neola.com/miamidade-fi](http://www.neola.com/miamidade-fi) all bidders, proposers, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, proposer, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board within the last two (2) years. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

**27. DISCLOSURE OF 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 MDCPS 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 Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

No  Yes  If answer is yes please complete the following: Name of Director(s) or Officer(s)

Employee Name	Current Title with Firm	Name of MDCPS Committee, Task Force, Association Served

**28. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract 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.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue a photo identification badge, which shall be worn by the individual at all times while on School Board property when students are present.

Contractor 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. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor 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. Contractor further agrees to notify the School 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 Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**29. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

**Contractor Address.** The address for Contractor for all purposes under this agreement and for all Notices hereunder shall be:

Contractor: \_\_\_\_\_  
Contact's Name/Title: Attention: \_\_\_\_\_  
Address: \_\_\_\_\_

**School Board's Address.** The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho, Superintendent  
1450 N.E. Second Avenue, Suite 912  
Miami, Florida 33132

**With a copy to:**

Department: The School Board of Miami-Dade County, Florida  
Department Director: Attention: \_\_\_\_\_  
Address: \_\_\_\_\_

**And a copy to:**

The School Board of Miami-Dade County, Florida  
Attn: Walter J. Harvey, School Board Attorney  
1450 N.E. Second Avenue, Suite 430  
Miami, Florida 33132

**30. INSURANCE REQUIREMENTS**

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

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

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

Part One: "Statutory"  
Part Two: \$ 100,000 Each Accident  
              \$ 500,000 Disease - Policy Limit  
              \$ 100,000 Disease - Each Employee

**B. General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 General Aggregate

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

Contractor shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

**C. Automobile Liability Insurance**

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

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

If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage:

**Professional Liability**

Such insurance shall be on a form acceptable to the Board and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim/Annual Aggregate

If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the Contractor and the Board, the Contractor shall provide evidence of the following insurance:

**Cyber Liability Insurance**

Contractor shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

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

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1501 N.E. 2nd Avenue, Suite 335  
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

**31. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation. The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

**32. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. Contractor represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The Contractor represents that the execution, delivery and performance of this Agreement by the Contractor has been fully and validly authorized by all necessary corporate action.

<p style="text-align: center;"><b>SUBMITTED BY:</b></p> <p>_____</p> <p>Charge Location Administrator Signature                      Date</p> <p>_____</p> <p>Regional Superintendent/Division Head Signature      Date (as applicable)</p> <p>_____</p> <p>Office of Grants Administration Signature                  Date (if applicable)</p> <p><b>NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</b></p>	<p><b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b></p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <p>_____</p> <p style="text-align: center;">(Name Typed)</p> <p>Date: _____</p>
<p style="text-align: center;"><b>APPROVED AS TO RISK AND BENEFITS</b> (as to the School Board):</p> <p>_____</p> <p>Risk Management      Signature                                  Date</p> <p style="text-align: center;"><b>APPROVED AS TO PROCUREMENT AUTHORITY</b> (as to the School Board):</p> <p>_____</p> <p>Procurement Management      Signature                      Date</p> <p style="text-align: center;"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</b> (as to the School Board):</p> <p>_____</p> <p>School Board Attorney - Signature                                  Date</p>	<p style="text-align: center;"><b>CONTRACTOR</b></p> <p>_____</p> <p style="text-align: center;">Legal Name of Contracting Party</p> <p>BY: _____</p> <p style="text-align: center;">Signature</p> <p>Name: _____ (Name Typed)                  (Title)                  (Date)</p> <p>Address: _____</p> <p>_____</p> <p>F.E.I.N. (If organization) _____</p> <p>School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>M-DCPS Employee No. _____</p>