	The School Board of Miami-Dade County, Florida **PROCUREMENT MANAGEMENT SERVICES** 1450 N.E. 2nd Ave., Miami, Florida 33132 (305) 995-4288 **Proposer Qualification Form**	**INVITATION TO NEGOTIATE**

DUE DATE: Proposals due on or before 1:00 p.m. Eastern Time (ET), Thursday, January 26, 2023, at the School Board Administration Building. ****PLEASE REFER TO EXHIBIT 16 FOR BID OPENING INFORMATION**** Check Addenda for any revised opening dates before submitting your proposal. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Hard copy, faxed and/or emailed proposals are not allowed and will not be considered for award.	ITN NO.: **ITN-22-013-VF**	RELEASE DATE: December 23, 2022	PURCHASING AGENT Vanessa Flores, CPSM Phone: (305) 995-2646 Email: vflores@dadeschools.net
	ITN TITLE: **Proposals For Leasing of Board-owned site(s) for placement of Commercial Telecommunications Facilities**		

PROPOSER ACKNOWLEDGEMENT

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE PROPOSAL, WILL RESULT IN PROPOSAL BEING CONSIDERED NON-RESPONSIVE.

Proposer's Name and state "Doing Business As", where applicable:	
Address:	
City:	
State: Zip Code:	
Telephone Number:	
E-Mail Address:	
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's Proposer and I am authorized to do so. Proposer agrees to complete an unconditional acceptance of the contents of this Invitation to Negotiate, and all appendices and the contents of any Addenda released hereto; Proposer received Addenda and understands that requirements of this
failure to comply will result in disqualification of proposal. submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal.

BIDDER CERTIFICATION AND IDENTIFICATION

A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person.

1. Vendor certifies that this submittal is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

2. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

3. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13- 3F-1.025)

4. 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.

*I agree that this proposal cannot be withdrawn within **120** days from date due.*

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title of Authorized Representative

_____
E-Mail Address of Authorized Representative

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

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SECTION 1

INSTRUCTIONS TO PROPOSERS

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

CONE OF SILENCE

The School Board of Miami-Dade County, Florida ("Board") enacts a *Cone of Silence* from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

A. "Cone of silence" means a prohibition on any communication regarding a particular Invitation to Negotiate (ITN), bid, invitation to bid, or other competitive solicitation between

   1. any person who seeks an award, including a potential vendor or vendor's representative, 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; and
   2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.

B. A cone of silence shall be applicable to each ITN, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section

C. For unsolicited public-private partnership proposals, the cone of silence shall be imposed from the time the proposal is received in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals.

D. The cone of silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process

I. PREPARATION OF PROPOSALS

A. PROPOSER QUALIFICATION FORM qualifies the Proposer and the proposal and must be completed and submitted as page 1 of the proposal.

1. PROPOSER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO PROPOSER. Defines conditions of the proposal.

1. ORDER OF PRECEDENCE. Any inconsistency in this proposal shall be resolved by giving precedence in the following order:

A. Specifications
B. Special Conditions
C. Instructions to Proposers

II. SUBMITTING OF PROPOSALS

A. Proposals must be submitted on forms furnished by the Board, in compliance with the proposal submission requirements set forth under Section 6. Proposal submissions must be clearly marked with proposal number, proposal title and proposal opening date.

B. ERASURES OR CORRECTIONS. When filling out the proposal form, Proposers are required to complete proposal in ink.

1. Use of pencil is prohibited.
2. All changes must be crossed out and initialed in ink.

Those proposals for individual items that do not comply with items 1 and 2 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR. Electronic submission ONLY, in accordance with the proposal submission requirements set forth under Section 6 and Exhibit 18. Proposals received after the date and hour specified in the PROPOSER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO PROPOSAL." If not submitting a bid at this time, return the form entitled statement of "No Proposal".

F. AVAILABILITY OF PROPOSAL INFORMATION. Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

G. TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY. Indicate type of business organization: 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 Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer. If Proposer is not registered to transact business in the State of Florida, Proposer must provide a copy of Proposer's current registration in their state of incorporation/ organization, along with the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes.

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

III. CANCELLATION OF PROPOSALS OR INVITATION TO NEGOTIATE

An invitation for proposals 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. The reasons shall be made a part of the master proposal file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the PROPOSER'S Qualification Form for receipt of proposals, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the services,
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a PROPOSER, as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any proposals received for the canceled solicitation shall be returned to the Proposer unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar services.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the Proposer desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The Proposers name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 120 days after the determined opening date, unless otherwise specified on the "PROPOSER QUALIFICATION FORM."

V. PROTESTS

A Proposer, who wishes to file a proposal protest, must file such notice and follow procedures prescribed by F.S. 120.57(3) and Bylaw 0133, for resolution.

Protest of Specifications

Any notice of protest of the specifications contained in a Request for Proposals (RFP) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133 and/or F.S. 120.57.

For a protest of the specifications contained in an Request for Proposals (RFP) or in a Invitation to Negotiate (ITN) or Invitation to Negotiate (ITN), the Notice of Protest shall be filed in writing within seventy-two (72) hours after the posting of a solicitation. The Formal Written Protest shall be filed within ten (10) calendar days after the date the notice of protest is filed. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under this rule. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

Posting the Bond

The protesting party shall post a bond in a form consistent with F.A.C. Rule 28-110.005(2). A notice of decision or intended decision shall contain this statement: "Failure to file a protest within the time prescribed in F.S. 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under F.S. Chapter 120."

A. **Bond:** Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance) – Pursuant to F.S. 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Board, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to The School Board of Miami-Dade County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the dollar value of the proposed contract.

1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.

2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

B. **Bond**: Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or $5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

C. **Bond**: Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.

D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the Board's decision or intended decision/action and shall file a Formal Written Protest within ten (10) calendar days after filing the Notice of Protest. The protesting Proposer shall also be required to post a bond, consistent with this rule. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under F.S. Chapter 120.57. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

The Board's notice of intended action shall be posted the Friday preceding the Board's Fiscal Accountability & Government Relations Committee meeting

immediately prior to the Board meeting at which the contract will be awarded or approved. The notice of intended action can be found on the Procurement Management Services' website at: http://procurement.dadeschools.net/bidsol/asp/bid_portal.htm, under the NOTICES section located on the top left hand side of the page. The Board's monthly Committee meetings are posted on the District's Master Calendar page, which can be accessed via the following link: https://www3.dadeschools.net/Meetings/home. To find the Board Committee meeting for the current month, search under the "School Board and School Board Committee Meetings" category from the drop down menu, which can be found under the MEETINGS LISTING section of the page.

Parties interested in obtaining records related to any items noted in the notice of intended action shall submit a public records request to the District at prr@dadeschools.net. Such public records requests shall be addressed in accordance with Chapter 119 of the Florida Statute. If a public records request is related to an intent to protest, parties may wish to include a notation of such intent in their request.

The Formal Written Protest will be reviewed by Procurement Management Services, who will offer the protesting Proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

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 N.E. Second Avenue, Suite #311 Miami, Florida 33132
Phone : (305) 995-1440
Fax : (305) 995-1448
E-Mail : Dllopiz@dadeschools.net
celiarubio@dadeschools.net

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or 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.

B. NOTIFICATION OF INTENDED ACTION will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE
The Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement. The Board will only be required to pay that amount of the Agreement actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.

E. **TERMINATION OF AGREEMENT**: In addition to the above, the Board may terminate this Agreement upon thirty (30) days advance written notice to the Awarded Proposer, for default of Awarded Proposer, or due to lack of, or cancellation of, grant funds made available to the Board by a Federal grantor agency. Upon receipt of a notice of termination, the Awarded Proposer shall cease incurring additional obligations under this Agreement. However, the Board shall allow the Awarded Proposer to incur all necessary and proper costs, which the Awarded Proposer cannot reasonably avoid during the termination process. Each payment obligation of the 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 Board at the end of the period for which funds are available. The Board shall notify the Awarded Proposer at the earliest possible time before such termination. No penalty shall accrue to the Board in the event this provision is exercised, and the 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 Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the Board terminated upon receiving notice of the attempted fraud as determined by the Board.

F. PURCHASE ORDERS sent to Awarded Proposers are the official notification to deliver services described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Proposer fails to deliver the services in accordance with the terms and conditions of the proposal and purchase order, the Proposer shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. G.

E. DEFAULT. A Proposer who fails to perform according to the terms of the Agreement (proposal) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend debarment or suspension pursuant to Board Policy 6320.04.

F. BID DOCUMENTS. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Proposer. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

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

VII. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the Awarded Proposer(s), purchases may be made under this bid 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.

VIII. BILLING

A. INVOICES. Each invoice shall be issued by the Awarded PROPOSER and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. Invoice delivery may also be via a PDF or WORD document email to: mdcpsvendorsstatements@dadeschools.net. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions

B. PAYMENT. Unless otherwise specified, payment will be made only after acceptance by the Board. Payment will be made only to the Awarded Proposer, unless otherwise requested, in writing, by the Awarded Proposer and accepted by Board Administration. The PROPOSER expressly agrees that it will properly invoice for any services within one year and that the failure to do so shall constitute a waiver of any right to payment.

IX. 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.

VII. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All Agreements involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Proposer certifies by signing the proposal that the Proposer 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.

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

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

D. 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 PROPOSERS.

E. 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 Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each PROPOSER and each person signing on behalf of any PROPOSER certifies as to its own entity, under penalty of perjury, that the named PROPOSER has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The PROPOSER 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 of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the PROPOSER's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

VIII. COMPLIANCE WITH LAWS – PROPOSER shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this proposal.

IX. 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 PROPOSER agrees that, if PROPOSER receives remuneration for services, PROPOSER 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.

Additionally, PROPOSER 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 statues, 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 section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional 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. Proposer will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor Badge which shall be worn by the individual at all times while on Board property when students are present.

PROPOSER 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. PROPOSER agrees to require all its affected employees to sign a statement, as a condition of employment with PROPOSER in relation to performance under this Proposal/ITN, 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 6320 and 8475 within 48 hours of its occurrence. PROPOSER 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. Proposer 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. PROPOSER further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by PROPOSER 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 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.

X. COMPLIANCE WITH SCHOOL CODE

PROPOSER 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 PROPOSER 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.

XIV. CHARTER SCHOOLS

Items or Services awarded under this Agreement shall be made available to Charter Schools approved by the Board. Board is not responsible or liable for purchases that may be made by Charter Schools.

XI. 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 Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

XII. PUBLIC RECORDS LAW

Pursuant to Florida Statute119, it is the practice of Board to make available for public inspection and copying any information received in response to a Invitation to Negotiate (ITN). No action on the part of the respondent to a ITN will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

PROPOSER understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PROPOSER shall keep and maintain public records required by the School Board to perform the service. The PROPOSER shall keep records to show its compliance with program requirements. PROPOSER 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 PROPOSER 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. PROPOSER 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 PROPOSER does not transfer the records to the public agency. The PROPOSER 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 PROPOSER or keep and maintain public records required by the School Board to perform the service. If the PROPOSER transfers all public records to the School Board upon completion of the contract, the PROPOSER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROPOSER keeps and maintains public records upon completion of the contract, the PROPOSER 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 PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XIII. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to PROPOSER, be assigned without the prior written agreement of Board. If PROPOSER attempts to make such an assignment, such attempt shall constitute a condition of default.

XIV. 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 PROPOSER shall comply with all applicable provisions 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").

XV. LOBBYISTS

A. "Lobbyist" means a person, firm or corporation who is employed and receives payment from, or who contracts for economic consideration with, any principal, person or organization for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. For purposes of this rule, the term "Lobbyist" specifically includes the principal as well as any agent, officer, or employee of a principal regardless of whether they are employees of the principal whose normal scope of employment does not include lobbying activities.

B. One who is not an employee of a principal is a "lobbyist" if s/he is retained as an independent contractor or otherwise for payment or economic consideration by a person or governmental entity to lobby an agency on behalf of that person or governmental entity. If a corporation, partnership, firm, or other business organization is retained for payment or economic consideration to lobby on behalf of another person or governmental entity, only the members, partners, associates, or employees of the entity who personally lobby on behalf of that person or governmental entity are "lobbyists."

C. The terms "payment" or "economic consideration" do not include receiving only reimbursement for actual travel, lodging, and meal expenses

D. "Lobbying" means any oral or written communication, direct or indirect, with the Board, members of the Board, Board Committees, Board administrative assistants, Board Attorneys, or members of the District administrative staff, including site administrators and instructional staff for the purpose of doing business with the School District, the Board and/or schools, influencing any official action, non-action, or decision or attempting to obtain the good will of a Board member or employee of the School District.

XVI. LOCAL-AND STATE VENDOR PREFERENCE

A. 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 dollars or the current formal bidding threshold set by statute.

B. Proposers claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

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

The School Board of Miami-Dade County, Florida approved item H-13 at the July 2013 School Board meeting. This item will ensure that current procurement processes establish a procedure aimed at requiring offices/director of contracted vendors to make full disclosure of their relationship with any Board committees, task force, or associations. The PROPOSER Qualification Form will now include the clause titled "Disclosure of Conflict of Interest.

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

XVIII. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

XIX. INDEMNIFICATION: To the fullest extent permitted by law, the Awarded Proposer 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 the Awarded Proposer's performance under the Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Awarded Proposer or other persons employed or utilized by the Awarded Proposer in the performance of the 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 Awarded Proposer. The provisions of this Section are intended to require the Awarded Proposer to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in the Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Awarded

Proposer shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Awarded Proposer 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 the Awarded Proposer's performance under the Agreement.

XX. PATENTS & ROYALTIES

The Awarded Proposer, without exception, shall indemnify and save harmless The School Board of Miami-Dade Country, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by The School Board of Miami-Dade patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

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. PROPOSER 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 PROPOSER of any third-party patent, copyright or trademark or (ii) misappropriation by PROPOSER of any third-party trade secret in connection with any of the foregoing. PROPOSER 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 Proposer 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, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

XXV. FACILITIES: Board reserves the right to inspect the Awarded PROPOSER'S facilities at any time with prior notice", Board may use the information obtained from this in determining whether a PROPOSER is a responsible PROPOSER.

XXVI. EXTENSION: In addition to any extension options contained herein, Board is granted the right to extend any award resulting from this proposal. The extension period shall not be in excess of 90 days from (a) the termination date of an Agreement entered into as a result of this proposal or (b) the termination date under any applicable period of extension under an Agreement entered into as a result of this proposal. Such extension shall be upon the same price, terms and conditions as existing at the time of Board's exercise of this extension right.

XXII. AGREEMENT: This proposal and the corresponding Agreement shall constitute the Contract between Parties. By submitting a Response, the Proposer agrees to be bound to and execute the corresponding Agreement for this solicitation The Proposer may request clarification and submit comments concerning the corresponding Agreement for Board's consideration. Only comments and proposed revisions included within the Response will be considered by the Board. This does not constitute an agreement to proposed revisions. Furthermore, any requested revisions noted in the Response shall be discussed upon award. None of the foregoing shall preclude the Board from seeking to negotiate changes to the Agreement during the negotiation process.

XXII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION. Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in 85.200, Debarment or Suspension, 85.201, Treatment of Title IVHEA participation, and 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [Board] and a person other than a procurement contract for goods or service, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C.23049g) and 41 U.S.C.253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. (The Board) may rely upon the certification of a prospective participant in a tier covered transaction that it and its principals are not debarred, suspended, for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Board shall require participants in lower tier covered transactions, to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

XXIII. SEVERABILITY: In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid; illegal, unlawful, unenforceable or void in any respect; the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision of this proposal shall be considered as if such invalid, unlawful, unenforceable or valid provision had herein.

XIV. DISTRIBUTION: It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for PROPOSER'S failure to obtain complete proposal documents. Board reserves the right to reject any proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

XV. CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-

contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awarded PROPOSER agrees that it may create, receive from or on behalf of Board, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awarded PROPOSER represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the Board in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the Board, Awarded PROPOSER agrees to provide Board with a written summary of the procedures Awarded PROPOSER uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the Board to terminate any Agreement with Awarded PROPOSER.

All confidential records must remain within the continental United States.

XXVI. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITN shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all PROPOSERS in response to this ITN shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a PROPOSER asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the PROPOSER that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

XXVII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 PROPOSER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

XXVIII. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235) "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XXIX. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Board for an award greater than 100,000 must 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, 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.

XXX. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:**

PROPOSER must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this proposal shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Miami-Dade County, Florida. PROPOSER must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awarded PROPOSER who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Chief Procurement Officer of Procurement Management Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awarded PROPOSER of its responsibilities under this ITN.

XXXVII. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITN. Board is not obligated to place any order for services as a result of this award. Order placement shall be based upon the needs and best interest of Board.

XXXI. POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

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

XXXII. COMPLIANCE WITH SCHOOL BOARD POLICIES

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Cone of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 6320.02 Small/Micro, Minority/Women and Veteran Business Enterprise Programs, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

XXXIII. ADA COMPLIANCE

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

XXXVII. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITN. Board is not obligated to place any order for services as a result of this award. Order placement shall be based upon the needs and best interest of Board.

DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) "Board Policy" means any and all policies adopted by the School Board and in effect at the time the ITN is published and as they may be amended from time to time ("Board Policy"). All Board Policies are incorporated by reference into this Solicitation and into all Proposals submitted by a Proposer.

b) "Buyer" means Procurement staff tasked with facilitating the ITN process.

c) "Chief Procurement Officer" means the individual who serves as the principal public purchasing official for the District.

d) "Contractor" means a person, firm, entity or organization who contracts to furnish supplies or perform work at a certain price or rate.

e) "Department" means the division within the District that is requesting the services or product throughout this Invitation to Negotiate.

f) "Proposer", "Submitter," "Offerer" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.

g) "Selection Committee" means a committee of individual(s) who evaluate and rank proposals; conduct negotiations; and makes a contract award recommendation to the District and its respective Committees.

h) "Scope of Services" or "Scope of Work" means the work to be performed by the Proposer or Consultant as described in Section 4 of this ITN, as amended thereto.

i) "Solicitation" means this Invitation to Negotiate (ITN) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments/exhibits.

j) "Subcontractor," "Sub-Proposer" or "Sub-consultant" means any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the Proposer.

k) "Superintendent", "Superintendent of Schools" means the Secretary and executive officer of the district school board.

l) "The School Board of Miami-Dade County, Florida ("School Board")", means the governing body of elected officials comprising the district school board and who review and have the authority to approve or reject any and all recommendations for contract awards. "Miami-Dade County Public Schools", "M-DCPS", "The School Board of Miami-Dade County, Florida", "School District" or "District" are interchangeable terms.

m) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services in Section 4 and the terms and conditions of this Solicitation.

SECTION 2 – ITN TIMETABLE

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

Goal Setting Committee	Tuesday, December 13, 2022
ITN available for distribution:	Friday, December 23, 2022
Non-mandatory Site inspection	Thursday, January 12, 2023 at 9:00 a.m. EST
Pre-Proposal Conference date, time and place:	Thursday, January 12, 2023 at 2:00 p.m. Via Zoom at: Meeting ID: 929 2819 7059 Passcode: 011460 One tap mobile +13092053325,,92928197059# US +13126266799,,92928197059# US (Chicago)
Deadline for receipt of questions:	Thursday, January 12, 2023 at 5 p.m. EST Emailed to vflores@dadeschools.net
Deadline for receipt of proposals:	Thursday, January 26, 2023 EST No later than 1 p.m. (local time)
Virtual Opening of Proposals:	Thursday, January 26, 2023 EST 2:00pm Via Zoom
Virtual Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) **(See instructions on Exhibit 16)**
Selection Committee Meetings:	To Be Determined and Published via Miami-Dade County Public Schools' District Advisory Committee Meeting Calendar @ http://meetings.dadeschools.net/list.asp
Projected Board Approval of Contract:	Anticipated April 2023
Projected contract start date:	Anticipated April 2023

PRE-PROPOSAL CONFERENCE

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

**Pre-Proposal Conference attendance is not required. In compliance with Florida Statutes, Chapter 119, commonly known as the Florida Sunshine Law, this meeting will be recorded in its entirety.*

SECTION 3 – SPECIAL CONDITIONS

3.1 INVITATION

Thank you for your interest in this Invitation to Negotiate (ITN). The School Board, through Procurement Management Services, invites responses from responsive and responsible Proposers seeking to install commercial telecommunications facilities and operate such facilities at one or more School Board-owned locations, as described in **Section 4** and in the Lease Agreement (see Exhibits 15a and 15b).

3.2 TERMS OF CONTRACT AGREEMENT

The initial term of the contract shall be for a period of five (5) years with three (3) five (5) year extension periods, under the same terms and conditions contained in the Lease Agreement, at the School Board's sole option, and provided the Lessee under the Lease Agreement is not in default of the terms of the Lease Agreement, and gives written notice seeking such an extension to the School District a minimum of one hundred eighty (180) days prior to the end of the Initial Lease Term (as such term is defined in the Lease Agreement) or the then current term. In addition, the Lease Agreement may be extended if needed, for an additional ninety (90) days beyond the expiration of the then current term, at the School District's sole discretion**.** All extensions will be evidenced in writing as an amendment to the Lease Agreement, executed and signed by the School District and Lessee prior to the expiration date of the Lease Agreement or any valid extension thereof.

The Goal Setting Committee did not assign a certified vendor preference for this ITN.

3.3 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITN, no later than the deadline for receipt of questions specified in the ITN Timetable (See **Section 2**)**.** The request must contain the ITN number and title, Proposer's name (as such term is hereinafter defined), name of Proposer's contact person, address, phone number, email and facsimile number.

A copy of <u>any</u> written communication or email <u>must</u> also be sent to Office of the Clerk of the School Board at Dllopiz@dadeschools.net and celiarubio@dadeschools.net.

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

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 3**).

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

3.4 REQUIRED SUBCONTRACTOR/SUBCONSULTANT INFORMATION TO BE SUBMITTED BY THE PROPOSER (IF APPLICABLE)

If applicable, please include a completed Exhibit 18 (Statement of Intent to Perform as a Certified

Subcontractor/Subconsultant) in your proposal to specify the name of the certified subcontractor/subconsultant, the proposed dollar amount or percentage of work to be spent with the identified certified subcontractor/subconsultant, along with the scope of work the subcontractor/subconsultant will provide related to this solicitation. In addition, please refer to Section 7.7 for compliance reporting requirements when using a certified subcontractor.

Proposer(s) are required to provide notification of certified subcontractor substitution within five (5) business days of any change. Please note that the substitution of subcontractor must have prior approval by the Office of Economic Opportunity. All substitution requests should be submitted on the Substitution Form.

SECTION 4 – SCOPE OF SERVICES

This section identifies the levels of performance that are desired by Miami-Dade County Public Schools (the "**District**", or "**School District**" or "**M-DCPS**"). Proposers are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

The inability to comply/conform with the technical requirements of this Section of the Invitation to Negotiate ("ITN") may result in deductions in the allocation of points by the Selection Committee (as set forth in **Section 7.2**).

SECTION - 4.1 PURPOSE OF INVITATION TO NEGOTIATE, SELECTION PROCESS AND MISCELLANEOUS INFORMATION

Under this Invitation to Negotiate ("ITN"), The School Board of Miami-Dade County, Florida ("**Board**" or "**School Board**") will be considering proposals (sometimes referred to herein as "**Proposals**" or "**Bids**") from one or more qualified, responsive and responsible bidders seeking to install commercial telecommunications facilities on one (1) or two (2) possible Board-owned sites, based on the highest bid amount received for each location and other qualifying criteria. The location of the two (2) Board-owned sites is as set forth in **Section 4.3** (the two (2) subject locations are referred to herein individually as a "**Site**", and collectively as the "**Sites**"). Each of the two (2) Sites is currently occupied and used by a commercial telecommunication services provider ("**Current Commercial Telecommunications Services Provider**"), and the existing contract with each such provider shall expire December 31, 2022, prior to the proposed commencement date of a new contract with any successor entity selected through this ITN process ("**Successor Commercial Telecommunications Services Provider**"). For purposes of this ITN, each Successful Proposer (as such term is defined below), is to assume the Site will be made available to them under the terms and conditions of the Lease Agreement (as such term is defined below), which sets forth the proper and timely transition from the Current Commercial Telecommunications Services Provider to the Successor Commercial Telecommunications Services Provider. <u>As a condition of submitting a Proposal under this ITN, and as set forth in the Lease Agreement, the Bidder (as such term is defined below) acknowledges that given the need to provide transition from the Current Commercial Telecommunications Services Provider to the Successor Commercial Telecommunications Services Provider, the exact commencement date of the Lease Agreement cannot be determined at this time. The actual commencement date of the Lease Agreement for each Site shall be as set forth in the Lease Agreement.</u>

For purposes of this ITN, the term Bidder may be used individually or collectively as the "**Bidder**" or "**Bidders**", and the term Proposer may be used individually or collectively as the "**Proposer**" or "**Proposers**", and shall mean the legal entity or individual that meets the minimum requirements and criteria outlined in this ITN, as determined solely by the Board, and if determined by the Selection Committee to be the highest ranked responsive and responsible entity responding to this ITN (as set forth in **Section 7**), will be the party legally and financially capable of entering into and executing a Lease Agreement (hereinafter referred to as "**Lease Agreement(s)**", attached hereto as **Exhibits 15a and 15b**) by and between the Bidder and the Board, subsequent to the Board authorizing entering into the subject Lease Agreement. Exhibit 15a shall be used for Site One (as such term is defined in **Section 4.3**), and Exhibit 15b shall be used for Site Two (as such term is defined in **Section 4.3**). The Proposer, by responding to this ITN, acknowledges and agrees that in the event of a conflict between this ITN and the provisions of the Lease Agreement, the terms and conditions of the Lease Agreement shall prevail.

<u>Site One</u>, located at 1570 Madruga Avenue, Coral Gables, houses the International Studies Preparatory Academy, a public educational facility. As such, the area(s) where commercial telecommunications facilities may be installed are not able to be accessed by Bidders. Arrangements have been made for any interested Bidders to conduct a

non-mandatory site inspection of the usable area(s) at this location (see **Section 2**), consisting generally of a dedicated and limited portion of the roof and a separate equipment room. Please note that the purpose of this visit is strictly to inspect the Site, and no questions to, or discussions with, School District staff related to this ITN will be permitted. Attendees are to report directly to the School's main office, and may not access any other portions of the School without a District escort.

For purposes of this ITN, and to clearly identify each of the two (2) available locations as separate entities, Bidders are to describe each Site using the Property Name set forth in **Section 4.3** of this ITN ("**Property Name**"). Bidders may bid on any one, or both of the available Sites. If submitting bids for multiple Sites under this ITN, the Bidder is to clearly differentiate between each Site, setting forth the Property Name, bid amount and Added Value (as such term is defined below) for each individual Site included in the Bidder's bid. Each separate Bid for each separate Site will be considered and evaluated individually, and not as a collective or group.

As set forth in **Section 4.2** and in **Exhibits 15a and 15b**, the Successful Proposer (as such term is defined below) will be able to install its telecommunications facilities at each of the Sites being made available under this ITN, utilizing, generally, existing infrastructure. The Successful Proposer shall acquire its leasehold interest in the Demised Premises (as such term is defined in the Lease Agreement) in its then "as-is", "where-is" condition and basis with all faults. The Board makes no representations or warranties whatsoever, either expressed or implied, as to the suitability or efficacy of the Sites for any particular purpose or use, nor as to the physical condition of the Sites. The Successful Proposer, by submitting a response to this ITN, acknowledges and agrees that the Board has made no representations whatsoever, as stated herein, nor as to the environmental condition of the Sites. Furthermore, the Bidder represents that it is relying and will continue to rely solely on its own investigations of the Sites in its decision to respond to this ITN, and ultimately enter into a Lease Agreement with the Board if they are the Successful Proposer. The Board shall not indemnify the Successful Proposer in any way with respect to the condition of the Sites, and shall not be responsible for determining the nature and scope of any requirements, and for making any and all provisions to facilitate the installation and operation of the telecommunications equipment. Any and all cost of any type or nature required to facilitate installation of the telecommunications facilities (including but not limited to design and construction, permits, fees, jurisdictional approvals, etc.), shall be at the sole cost and expense of the Successful Proposer. The School Board shall not provide any Site improvements or repairs, or bear any other costs related to the Successful Proposer's installation of its telecommunications facilities. Installation and operation of the Successful Proposer's telecommunication facilities, shall be done in compliance with the provisions of this ITN and the Lease Agreement.

No other portion or area of Board-owned land, buildings or facilities may be used by the Successful Proposer in this regard. All such use shall be in compliance with all applicable statutes, laws, rules, regulations and School Board Policy, and in full compliance with the terms and conditions of the Lease Agreement. As a part of its Proposal, the Bidder is to briefly describe any proposed work, improvements or modifications it intends to make to the Demised Premises to facilitate the installation and operation of its telecommunications facilities, with as much detail as possible (hereinafter referred to as the "**Proposed Improvements**"). As a condition of submitting a Proposal under this ITN, the Bidder acknowledges and agrees that its listing of Proposed Improvements is strictly intended to provide information to the Selection Committee to assist in its determination of the Successful Proposer, and in no way is an approval by the Board to initiate such work. Any and all construction activities within the Demised Premises shall be reviewed and approved as set forth in the Lease Agreement. Any construction work by the Successful Proposer must comply with the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the School District's criteria and standards, as the same may be amended from time to time. Any contractors performing work on the Site must be pre-qualified by the Board in accordance with Board Policy and procedures, before commencing any construction activities on

the Site. The District's Building Department will be the entity responsible for reviewing and approving all construction documents, issuing permits for construction of any improvements and providing final acceptance of any work. In addition to any other financial or other obligations required under this ITN and Lease Agreement, the Successful Proposer shall be responsible for payment to the Board of all costs borne by the Board for jurisdictional plan review, permitting, and inspections. The Successful Proposer shall submit payment to the Board for the cost of such plan review, permitting and inspection services prior to commencement by the Board's consultant of such services.

As a part of its Proposal, the Proposer may, if so desired, and strictly on a voluntary basis, provide certain additional services, benefits or functions to the District and/or the School associated with each Site where the Bidder is submitting a Proposal (which, by way of example only, may include, without limitation, providing additional telecommunication related equipment and/or pro bono services to the School, etc., and hereinafter referred to as "**Additional Services**"). Additional Services and any other benefit being offered to the School under this ITN in addition to the required monetary component, is hereinafter referred to as "**Added Value**". Notwithstanding the Bidder voluntarily offering to provide certain Added Value, as a condition of submitting a bid under this ITN, the Bidder **must** include a rental component to the School Board for use of the Demised Premises during the term of the lease (payable as monthly rent with an annual escalation, as set forth in the Lease Agreement).

As set forth in this ITN, a Bidder may submit bids for one or both of the two (2) available Sites. In that event, each such bid will be evaluated separately and independently of the others in determining the Successful Proposer for each Site. The Bidder determined by the Selection Committee to be the highest ranked responsive and responsible entity responding to this ITN at each Site (hereinafter referred to as the "**Successful Proposer**"), as well as all other responsive and responsible Bidders ranked from highest to lowest by the Selection Committee for that Site (hereinafter referred to as the "**Alternate Proposer(s)**"), will be notified of their standing once the Cone of Silence is lifted. The Successful Proposer will be required to enter into a Lease Agreement with the Board, which Lease Agreement shall be as substantially set forth in **Exhibits 15a and 15b** of this ITN. The School District reserves the right to make modifications to the Lease Agreement, in the sole determination of, and subject to final review and approval by, the Board.

As a condition of submitting a Bid under this ITN, the Proposer acknowledges and agrees that the Successful Proposer may not operate its telecommunications facilities and ancillary equipment on the Site in such a manner, or during such hours, as to create a public nuisance or interfere with residential or commercial property owners residing or operating in close proximity to the Site (i.e. continuous operation of an emergency power generator, etc.).

For avoidance of doubt, the parties acknowledge and agree that the information provided in this section or any other sections of this ITN dealing with the terms and conditions related to the installation and operation of commercial telecommunications facilities within the two (2) Sites, is provided as an overview only, and intended to be accurate. However, in the event of a conflict between terms and conditions set forth in this ITN, and the terms and conditions set forth in the lease agreements, **the terms and conditions set forth in the lease agreements shall govern**.

SECTION - 4.2 – SITE USAGE, LIMITATIONS AND ACCESS CRITERIA

As a condition of submitting a Proposal under this ITN, the Bidder acknowledges and agrees that the telecommunications facilities to be installed and operated by the Successful Proposer will be located on an active

public school site, and the Successful Proposer shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities dealing with the safety and security of District staff, students, guests and invitees, including, without limitation, School Board Policies, Federal, State and Local Governments, the Jessica Lunsford Act, and COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or School Board Policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. Notwithstanding the terms and conditions set forth in the accompanying lease agreements, given the unique security and safety issues to be addressed and complied with by the Bidder at each of the two (2) Sites (i.e. required access by the Successful Proposer's employees and staff to school grounds during school hours, access to interior portions of a school building, etc.), each lease agreement may be modified by the District, at its sole discretion, to augment the Safety and Security provisions, criteria and requirements required to address the specific Safety and Security needs at each Site.

SECTION 4.3 – DESCRIPTION OF SITES AND SPECIAL CONDITIONS

This section identifies the two (2) Sites that are being made available under this ITN, as well as Special Conditions known to the Board as of the date of issuance of this ITN, related to each Site, if any. All Sites are owned in Fee Simple by the Board. Note: To ensure clarity, Bidders are to identify and reference the Property Name for each Site noted below in their bids or any communication related to this ITN. Each such Site Name is underlined, in quotes and has bold letters.

"Site One"
School Name: International Studies Preparatory Academy
Address: 1570 Madruga Avenue, Coral Gables, Florida 33146
Folio(s): 03-4130-034-0010, 0020, 0030, 0040, 0050, 0060, 0070, 0080 and 0090
Condition: Available locations limited to the rooftop and an existing equipment room on the 5th floor, as set forth in the Lease Agreement.
Restrictions: Access by employees and contractors of the Successful Proposer is as set forth in the Lease Agreement
Tentative Lease Commencement Date: April 1, 2023, or as otherwise noted in the lease agreement

"Site Two"
School Name: Southwest Miami Senior High School
Address: 8855 S.W. 50 Terrace, Miami, Florida 33132
Folio(s): 30-4021-000-0311
Condition: Available locations limited to the existing Light Tower and equipment building/area, as set forth in the Lease Agreement
Restrictions: Access by employees and contractors of the Successful Proposer is as set forth in the Lease Agreement
Tentative Lease Commencement Date: April 1, 2023, or as otherwise noted in the lease agreement

SECTION 4.4 - ADDITIONAL REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER AS PART OF ITS PROPOSAL SUBMITTAL (Exhibit 9)

In addition to any other submittals called for in this ITN, all Proposers submitting a proposal pursuant to this ITN must submit the applicable documentation set forth below in order to be considered by the Board.

As a part of **Exhibit 9** provide:

A. If applicable, submittal of all pertinent occupational licenses and any other business use licenses, certifications and/or approvals, satisfactory to the School Board Attorney's Office, required to operate its business in Miami-Dade County and/or the applicable municipality where the Proposer's business is based.

B. If the proposal is submitted by a corporation or other business or legal entity, submittal of sufficient documentation, satisfactory to the School Board Attorney's Office, evidencing that the business or legal entity is active and authorized to do business in the State of Florida at the time of submittal, and that its corporate or legal status shall remain active and unchanged at the time of the award of the ITN and execution and commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Proposers must provide any and all documentation, acceptable to the Board, relating to the entity's formation, existence and legal and good standing status. In addition, submittal of names(s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.

C. Verification, satisfactory to the School Board Attorney's Office, that the party signing the ITN, including the Proposal Submittal (**Section 8**) and Addendum to Proposal Submittal (**Exhibit 3**), is duly authorized to do so and has the legal capacity to do so, on behalf of the Proposer.

D. Confirmation that, if Proposer is deemed the Successful Proposer, the Proposer will submit verification, satisfactory to the School Board Attorney's Office, evidencing that the Proposer is authorized to enter into the lease agreement pursuant to this ITN, and that the party signing the lease agreement is duly authorized to do so and has the legal capacity to do so, on behalf of Proposer.

E. Documentation, satisfactory to the Board, attesting that the Proposer has the financial strength and ability to provide start-up operations and reasonable working capital to construct the Proposed Improvements or any other required improvements, if applicable, and operate its telecommunications facilities.

F. Documentation, satisfactory to the Board, attesting that the Proposer has the capacity to provide the insurance coverages and limits meeting, at a minimum, the requirements set forth in the lease agreement.

G. A detailed description of the Proposed Improvements the Proposer will be seeking to construct, if applicable.

H. Evidence, satisfactory to the Selection Committee, of experience and qualifications in the operation of commercial telecommunications facilities that are the same or similar to those proffered by the Proposer in the ITN. Such evidence must provide documentation that the Proposer has operated, or been a principal contributor to the operation, the same or similar commercial telecommunications facilities for a minimum of three (3) consecutive years within the last ten (10) year period.

I. No less than two (2) signed original reference letters. At least one reference letter should be from an authorized representative of the entity where the Proposer operated, or was a principal contributor, for the same or similar commercial telecommunications facilities proffered by the Proposer under this ITN. The two (2) reference letters may not be more than six (6) months old.

J. Any other information that can be used by the Selection Committee in the proposal evaluation process.

SECTION 5 – MINIMUM QUALIFICATION REQUIREMENTS

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 may cause the proposer to be considered non-responsive and ineligible for further consideration:

REQUIREMENT	YES	NO
a. 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 proposal, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers 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 Proposer not to be considered for award.		
b. If the proposal is submitted by a corporation or other business or legal entity, submittal of sufficient documentation, satisfactory to the School Board Attorney's Office, evidencing that the business or legal entity is active and authorized to do business in the State of Florida at the time of submittal, and that its corporate or legal status shall remain active and unchanged at the time of the award of the ITN and execution and commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Proposers must provide any and all documentation, acceptable to the Board, relating to the entity's formation, existence and legal and good standing status. In addition, submittal of names(s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.		
c. Experience in the business of providing the services described in this ITN. Evidence that the Proposer has operated, or been a principal contributor to the operation, the same or similar program(s) for a minimum of three (3) consecutive years within the last ten (10) year period.		
d. Two (2) reference letters. At least one reference letter should be from an authorized representative of the entity where the Proposer operated, or was a principal contributor, for the same or similar program(s) proffered by the Proposer under this ITN. The reference letters may not be more than six (6) months old. **This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.**		
e. Documentation, satisfactory to the Board, attesting that the Proposer has the financial strength and ability to provide start-up operations and reasonable working capital to construct the Proposed Improvements or other required improvements, if applicable, and operate the program(s).		
f. A detailed description of the Proposed Improvements the Proposer will be seeking to construct, if applicable.		
g. Submission of all documentation/information stated in this ITN, including, without limitation the documentation, information and/or plans stated in **Sections 3 through 9** of this ITN, as well as the required forms and exhibits, as stated in **Section 10** of this ITN.		

SECTION 6 – SUBMISSION REQUIREMENTS

SECTION 6.1 – SUBMITTAL INSTRUCTIONS

The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar. All proposals must be neatly typed on 8 1/2" X 11" page size, with normal margins and spacing. **It should be noted that M-DCPS is no longer accepting submittal of proposals in hard copy format.**

Proposals must be received by the deadline for receipt of proposals specified in this ITN Timetable (Section 2).

For more information on how submit an electronic proposal via DemandStar, please refer to the instructions set forth in **Exhibit 17.**

Please note that proposals are due at the District on the date and at the time indicated in **Section 2**. **Proposal response submission to the Procurement Management Services via DemandStar on or before the stated time and date will be solely and strictly the Proposer's responsibility. M-DCPS will not in any way be responsible for delays in Proposer's submission of their proposal.**

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

SECTION 6.2 – RESPONSE FORMAT

This Section identifies the format to be followed in assembling a response. Proposers must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the Sections below. Proposers 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 neatly typed on 8½" X 11" page size, with normal margins, spacing and quantities as outlined in this ITN.

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 ITN may result in deductions in the allocation of points by the Selection Committee.
All proposals must contain the following tabs/sections:

1) <u>Cover Page</u>
   Exhibit 1 found in **Section 10** 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 Proposer submitting the proposal.

2) <u>Table of Contents</u>
   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) <u>Proposer Qualification Form (Page 1 of this ITN)</u>
   This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

4) Minimum Qualification Requirements
Submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in **Section 5**.

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

6) Experience and Qualifications
Provide a response regarding the Proposer's qualifications, including but not limited to the following: full name, address and brief description of Proposer's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITN. Lastly, please provide two (2) references whereby your company has successfully provided services requested within this ITN.

7) A fully complete and executed **Section 8, Parts A, B, C and D**.

8) Certified Firms Participation, if applicable
Provide documentation as described in **Section 7.7**

9) Required Forms & Exhibits The Proposer must complete, sign and submit Exhibits or forms required under this ITN, not specifically set forth above. By submitting a proposal, the Proposer agrees to be bound by and to execute the Lease Agreement, **Exhibit 15a** and/or **Exhibit 15b** of this ITN.

SECTION 7 - EVALUATION/SELECTION PROCESS

SECTION 7.1 - COMPETITIVE ITN PROCESS

(a) The selection process under this ITN shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at www.procurement.dadeschools.net.

(b) Also see **Section 4** of this document for additional information and provisions applicable to this competitive ITN process.

(c) M-DCPS selected the ITN process as the best way to obtain the required combination of best value pricing and excellent services from companies with a proven track record.

Step 1: Solicitation and evaluation of written responses leading to the selection of one or more vendors with whom the M-DCPS will negotiate. Proposals will be evaluated by the Selection Committee to determine a short list of companies whose written responses best address M-DCPS's priorities. Failure to make the short list eliminates that firm from further consideration.

Step 2: Demonstrations of the proposed system solutions shall be conducted from those firms short-listed under Step 1 above.

Step 3: As the best interests of M-DCSP dictate, after the demonstrations have been conducted and follow up questions have been answered by the Vendors, the Selection Committee shall select (1) or more firms to enter into negotiations with the Negotiation Team.

Step 4: Negotiations with those firms selected under Step 3 above may include the further refining of exact specifications, terms and conditions and price structure. As the best interests of M-DCPS dictate, negotiations are conducted; the Team will engage and attempt to reach a contract with the Vendor(s) selected under Step 3 above. If the Team is able to reach a contract with one of these vendors, negotiations with the other vendors will not take place. If the Team elects to negotiate with two or more vendors concurrently; then at the end of the negotiation period, vendors with whom negotiations have progressed satisfactorily will be asked to submit a written Best and Final Offer to finalize all agreements reached during negotiations and to extend additional benefits to M-DCPS, if desired.

Step 5: Award of contract or evaluation of the Best and Final Offer(s), followed by a contract award. The negotiation process will end upon submission of the Best and Final Offers and vendors will not be allowed to make further adjustments to their offer or communicate further with M-DCPS except to respond to requests for clarification. The final decision will be based upon the initial written response, negotiation sessions, and best and final offers.

(d) A separate evaluation process shall be conducted for each Site submitted by a Bidder in the event a Bidder bids on multiple locations. A separate submittal of **Section 8** documents must be submitted for each Site being bid on.

SECTION 7.2 - EVALUATION CRITERIA

The Selection Committee (hereinafter referred to as "Committee") will evaluate all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Proposer may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Selection Committee. Please note, the Selection Committee members will review all proposals, based upon the criteria listed

below, and may determine to complete a consensus vote or rank proposals for additional evaluation, which may include oral presentations, individual proposal negotiations and/or product demonstrations.

All proposals accepted by M-DCPS, will be reviewed to determine eligible agencies that meet all submission requirements prescribed in the ITN. A Selection Committee composed of representatives from M-DCPS will evaluate and rate all proposals under consideration, applying the evaluation criteria prescribed below. M-DCPS may require a Proposer to make an oral presentation in support of a proposal.

This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria listed. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Selection Committee in evaluating proposals submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points that will be awarded for each section are stated below. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

The Selection Committee shall evaluate proposals received based on the following criteria and points:

CRITERIA FOR EVALUATION	AVAILABLE POINTS
Clear and concise proposal, in full compliance with the requirements of this ITN	**10**
Experience and Qualifications running similar programs, Financial Capacity, and References	**20**
Revenue to the District, pursuant to **Section 4.1**	**60**
Added value, if any, offered to the District, pursuant to **Section 4.1**	**10**
TOTAL POINTS	**100**

SECTION 7.3 - PROPOSER EVALUATION CRITERIA BREAKDOWN

a) Clear and Concise Proposal - <u>Possible Points</u>: 10

- Proposer's overall detailed approach and methodology to perform the services solicited herein. Understanding of the ITN scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with District staff, and Proposer's intent to positively and innovatively work with the District in providing the services outlined in this ITN. **Possible Points: 10**

b) Experience and Qualifications - Possible Points: 20

- Proposer's qualifications including, but not limited to: company history and description, number of years in business, size, number of employees, office location, licenses/certifications, credentials, capabilities and capacity to meet the District's needs. **Possible Points: 10**
- Proposer's relevant knowledge and experience in providing the services described in the Scope of Services to public sector agencies similar in size to the District. **Possible Points: 10**

c) Revenue to the District - Possible Points: 60

- Proposed pricing as shown on the ITN Submittal Form.

d) Added Value - Possible Points: 10

- Added value, as set forth in Section 4.1

SECTION 7.4 - ORAL PRESENTATIONS, IF REQUIRED

(a) Firms may be invited to individually make oral presentations of their proposal.

(b) Oral presentations will consist of an overview of the submitted proposal of each of the Proposers and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations.

(c) The Selection Committee may request submission of refined responses in coordination with presentations, which may include but are not limited to: Software demonstrations, refining of exact specifications, terms and conditions expected, and a detailed price structure. Each Vendor will receive the same amount of time to present, though presentations may not all be on the same day. The Selection Committee will debrief after presentations are given to decide which Vendor(s) advances to the negotiation phase.

SECTION 7.5 - NEGOTIATIONS WITH RESPONSIBLE PROPOSERS

The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, may conduct negotiations with:

(i) the highest ranked Proposer when the Selection Committee established a competitive range and has completed its final evaluation of proposals;

(ii) the highest ranked Proposer when the Selection Committee determines not to establish a competitive range; or

(iii) a sole Proposer when only one proposal is received.

a) *Purposes of Negotiations.* Negotiations are held to:

(i) promote understanding of the District's requirements and the Proposers' proposals.

(ii) facilitate arriving at a contract that will be most advantageous to the District, taking into consideration price and the other evaluation factors set forth in the Invitation to Negotiate.

(iii) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (**Exhibit 2**) submitted with the proposal.

(iv) *Meetings.* All negotiations shall be conducted in accordance with the applicable "Government in the Sunshine Law," Section 286.011, Florida Statutes, as same may be amended from time to time.

SECTION 7.6 - AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit Identifying Authorized Representative for Selection Committee Proceedings (ITN Process) **(Exhibit 2)** must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a M-DCPS selection or similar committee must be listed on this Affidavit. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this ITN process shall be recognized upon submission, prior to oral presentation, to the M-DCPS Buyer of another fully executed affidavit (**Exhibit 2**). Any person not listed on the affidavit shall be excluded from participation

in oral presentations, unless he or she is registered with the Clerk of the Board and has paid all applicable fees as a registered lobbyist.

NOTE: Other than for oral presentations under this ITN process, Proposers who wish to address any M-DCPS School Board member or an M-DCPS committee or subcommittee concerning any actions, decisions or recommendations of M-DCPS personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist under School Board Policy 8150.

SECTION 7.7 - SMALL/MICRO, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to participation by businesses certified by the M-DCPS Office of Economic Opportunity, as part of all District contracting. The School Board has active 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

All certifications must be completed online using the following link: http://oeo.dadeschools.net/certification.asp

Furthermore, vendors certified as a small/micro, minority/women, veteran, and/or other qualifying certifications with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO. 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 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 enter into an agreement with the Board. All vendors will be required to submit a monthly compliance report via the M-DCPS Online Diversity Compliance System for compliance with use of certified subcontractors 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 for additional information on getting certified and/or submittal of the monthly compliance reports.

SECTION 8 –
ITN SUBMITTAL PARTS "A", "B", "C" and "D"

PART "A" of Section 8: Bidder **MUST** complete the below bid submittal with the corresponding bid amount(s). For each item below (Items 1 and 2), the Bidder is instructed to include either a bid amount or the words "No Bid". Submit a completed **Section 8** with your bid proposal response **for each Site being bid**.

Bidders may bid on one Site, or both Sites. However, the amount bid for each individual Site shall be evaluated separate and apart from any other bid proffered on another location, if any. Provide Parts "A", "B", "C: and "D" for each Site Bidder is submitting a Bid.

Proposer must complete this Section in its entirety.

(Signature required at the end of this Section 8)

Item	Property Name	Description	Insert Bid Amount	If not proffering a bid for this Site, insert "No Bid"
1	Site One	**Annual rental rate for the first year of the lease term (annual rental rate to increase as set forth in the Lease Agreement)**	**_____ Dollars and _____ Cents ($_____)**	_____
2	Site Two	**Annual rental rate for the first year of the lease term (annual rental rate to increase as set forth in the Lease Agreement)**	**_____ Dollars and _____ Cents ($_____)**	_____

Part "B" of Section 8, below, is to clearly indicate the Added Value, if any, that the Proposer is proffering in response to this ITN. If none, so indicate.

Part "C" of Section 8, below, is to clearly indicate Proposed Improvements that the Proposer is seeking to construct on the Demised Area, if any. If none, so indicate.

Part "D" of Section 8, below, is to include, and clearly explain, each of the items set forth in **Section 4.4** – Additional Required Information To Be Submitted By The Proposer As a part of its Proposal submittal.

The Proposer may add additional pages to Parts "B", "C" and "D", as necessary, to provide the District with more details and/or attachments.

Part "B"

Added Value, if any, that the Proposer is proffering in response to this ITN

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Part "C"

Proposed Improvements that the Proposer is seeking to construct within the Demised Area.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Part "D"

In addition to any other submittals called for in this ITN, all Proposers submitting a proposal pursuant to this ITN must submit the applicable documentation set forth in **Section 4.4** – ADDITIONAL REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER AS A PART OF ITS PROPOSAL SUBMITTAL, in order to be considered by the Board. Attach those documents here, in the order they are set forth in **Section 4.4**.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS PROPOSAL WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE PROPOSER NON-RESPONSIVE.

_____ _____

Signature of Proposer's Authorized Representative *Title*

_____ _____

Printed Name: *Date:*

SECTION 9 – INSURANCE REQUIREMENTS

Bidders shall be required to provide, at the time of submittal of their bid, evidence that they have the capacity to provide the insurance coverages and limits meeting, at a minimum, the requirements set forth in the Lease Agreement. If selected as the Successful Proposer, proof of insurance, in the type and amounts set forth below, must be provided to the District prior to execution of the Lease Agreement by the School Board.

A. Workers' Compensation/Employer's Liability Insurance
Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
Part One: "Statutory"
Part Two: $1,000,000 Each Accident
$1,000,000 Disease - Policy Limit
$1,000,000 Disease - Each Employee

B. Commercial General Liability Insurance
Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence
Bidder shall name the Board as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance
Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. 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

D. **Property Insurance covering Bidder's contents within the Demised Area.**

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the School Board on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the School Board on or before the Effective Date of the Lease Agreement and shall remain in full force and effect during the term of the Lease Agreement, and the Successful Proposer shall furnish the School Board evidence of renewals of such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

In addition, upon award, the Successful Bidder shall provide a fully completed certificate of insurance signed by an authorized representative of the insurer providing the insurance coverages set forth hereinabove, and naming "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured and certificate holder. Failure by the Successful Bidder to provide a fully completed certificate of insurance providing the insurance coverages outlined above, or to maintain such insurance coverages throughout the contractual period, including any extension periods, may cause the Bidder to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the Bidder shall relieve the Bidder of the Bidder's

full responsibility to provide insurance as required herein.

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

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

The Bidder shall be responsible for assuring that the insurance remains in full force and effect for the duration of the contractual period, including any and all extension periods that may be granted to the Bidder. 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 Bidder 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 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

With a copy to:
Miami-Dade County Public Schools
Governmental Affairs and Land Use
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

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

SECTION 10

FORMS AND EXHIBITS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (ITN Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Proposer Experience Form
Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of Employment of Former School Board Employees/Conflict of Interest
Exhibit 9	Submitted Proposal Document Verification Form
Exhibit 10	Debarment
Exhibit 11	Instructions for Certification
Exhibit 12	Proposer's Preference
Exhibit 13	Drug-Free Workplace
Exhibit 14	Statement of No Response (If applicable)
Exhibit 15a	Lease Agreement – Site One
Exhibit 15b	Lease Agreement – Site Two
Exhibit 16	Bid Opening Instructions
Exhibit 17	DemandStar Registration Instructions
Exhibit 18	Statement of Intent to Perform as a Certified Subcontractor/Subconsultant (If applicable)

Exhibit 1
Cover Page for Proposal

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name:_____ Title:_____

MAILING ADDRESS:

Street Address:_____

City, State, Zip:_____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain):_____

IF CORPORATION:

Date Incorporated/Organized:_____

State Incorporated/Organized:_____
(attach current registration from state of incorporation/organization

If Proposer was not incorporated/organized in the State of Florida, attach current registration authorizing Proposer to transact business in Florida.

If Proposer is not registered to transact business in the State of Florida, state below the applicable exemption to this requirement as set forth in Section 607.1501, Florida Statutes:_____
_____
_____

States registered in as foreign corporation:_____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:
_____
_____

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT (Also refer to Section 5.7 and Attachment 16):_____
_____

PROPOSER'S AUTHORIZED SIGNATURE:
The undersigned hereby certifies that this bid is submitted in response to this solicitation.

Sign Name:_____ Date:_____

Print Name:_____ Title:_____

Exhibit 2
AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)
FOR SELECTION COMMITTEE PROCEEDINGS (ITN PROCESS)

Firm/Proposer's Name: _____
Address: _____Zip: _____
Business Telephone: (_____) _____
This ITN No.: ____ _____

List all members of the Proposer's presentation team who may participate on your firm's behalf in Oral Presentations, including negotiations under this ITN process:

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals listed above are authorized by this Firm/Proposer to appear as its representative during Oral Presentations, including negotiations before a Miami-Dade County Public Schools' evaluation, selection, technical review or similar committee or subcommittee under the above-referenced ITN process.

Furthermore, pursuant to School Board Policy **8150**, LOBBYISTS, 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. The listed members of the presentation team shall not be required to pay any registration fees. 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 an individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: http://www2.dadeschools.net/schoolboard/rules/

Additional authorized representatives for Oral Presentations including negotiations under this ITN process shall be recognized upon submission to the M-DCPS Buyer, prior to the oral presentation, a revised/updated fully executed Affidavit (this Exhibit 2).

Unless listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee, unless all applicable fees as a registered lobbyist have been paid.

Signature of Authorized Representative of Firm/Proposer: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

by_____, a _____, who is personally
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

known to me or who has produced _____ as identification and who did/did not take an oath.

_____
(Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

Exhibit 3
ACKNOWLEDGEMENT 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. Please include a signed copy of each addendum.

Addendum #1, Dated _____, 20___

Addendum #2, Dated _____, 20___

Addendum #3, Dated _____, 20___

Addendum #4, Dated _____, 20___

Addendum #5, Dated _____, 20___

Addendum #6, Dated _____, 20___

Addendum #7, Dated _____, 20___

Addendum #8, Dated _____, 20___

PART II:

☐ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 4

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
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:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*: _____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; 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. **Mark applicable box and attach support document(s).**
- To be considered for local preference, **a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.**
- The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

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 5
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires proposers 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 Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July I, 1989.

All Proposers 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.

ITN 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 proposer or contractor) is_____.

2. My relationship to _____ (name of proposer or contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity as defined in Section 287.133 of the Florida Statues includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, I989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contender.

5. I understand that “affiliate” is defined by the statute to mean (l) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer 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 Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer 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 Proposer list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

_____
Affiant’s Signature

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

Page 2 of 2

Exhibit 6
PROPOSER EXPERIENCE FORM

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

Prime Proposer/Sub Proposer:

_____

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 Proposer's 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 7
ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER 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 PROPOSERS 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 Proposer does business. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer.

LEGAL NAME OF AGENCY OR

PROPOSER 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 8

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www2.dadeschools.net/schoolboard/rules, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

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

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

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Policy 6460, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

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

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

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

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

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

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

EXHIBIT 9

SUBMITTED PROPOSAL 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 may cause the proposer to be considered non-responsive and ineligible for further consideration.

REQUIREMENT	YES	NO
a. 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 proposal, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers 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 Proposer not to be considered for award.		
b. If the proposal is submitted by a corporation or other business or legal entity, submittal of sufficient documentation, satisfactory to the School Board Attorney's Office, evidencing that the business or legal entity is active and authorized to do business in the State of Florida at the time of submittal, and that its corporate or legal status shall remain active and unchanged at the time of the award of the ITN and execution and commencement of the Lease Agreement, with corporate or legal status to be provided periodically thereafter, as required by the Board. As to all types of business organizations, Proposers must provide any and all documentation, acceptable to the Board, relating to the entity's formation, existence and legal and good standing status. In addition, submittal of names(s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.		
c. Experience in the business of providing the services described in this ITN. Evidence that the Proposer has operated, or been a principal contributor to the operation, the same or similar program(s) for a minimum of three (3) consecutive years within the last ten (10) year period.		
d. Two (2) reference letters. At least one reference letter should be from an authorized representative of the entity where the Proposer operated, or was a principal contributor, for the same or similar program(s) proffered by the Proposer under this ITN. The reference letters may not be more than six (6) months old. **This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.**		
e. Documentation, satisfactory to the Board, attesting that the Proposer has the financial strength and ability to provide start-up operations and reasonable working capital to construct the Proposed Improvements or other required improvements, if applicable, and operate the program(s).		
f. A detailed description of the Proposed Improvements the Proposer will be seeking to construct, if applicable.		
g. Submission of all documentation/information stated in this ITN, including, without limitation the documentation, information and/or plans stated in **Sections 3 through 11** of this ITN, as well as the required forms and exhibits, as stated in **Section 12** of this ITN.		

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

Name of Bidder: _____

_____ _____

Signature of Proposer's Authorized Representative *Title*

_____ _____

Printed Name *Date*

For Department Use Only:

_____ _____

PMS Staff Name/ Signature *Date*

_____ _____

Originating Staff Name/ Signature (as applicable) *Date*

Exhibit 10 - DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH THEIR PROPOSAL TO BE CONSIDERED FOR AWARD

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name

_____ _____

Name(s) Title(s) of Authorized Representative(s)

_____ _____

Signature(s) Date

Exhibit 11- INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit 12 - PROPOSER'S PREFERENCE

LEGAL OPINION OF PROPOSER'S PREFERENCE

MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH THEIR PROPOSAL TO BE CONSIDERED FOR AWARD

VENDOR NAME: _____

Section 1: Attorney for an Out-of-State Proposer must complete and sign Section 1

Section 2: Florida Proposer must complete and sign Section 2 and have it notarized

NOTICE: The State of Florida provides a Proposer's preference for Proposers whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Proposers whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of–state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Proposer's Attorney on Bidding Preferences" form and must submit this form with submitted bid. Such opinion should permit MDCPS's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084.

Florida Proposers are not required to have an Attorney render an opinion, but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1 **LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES**
(Must Select One)

_____The Proposer's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____The Proposer's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Miami-Dade County, Florida in the letting of public contracts

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address out-of-state Proposer's attorney: _____

Telephone number out-of-state Proposer's attorney: _____

E-Mail address out-of-state Proposer's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2 **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA PROPOSER ONLY**
FLORIDA PROPOSER MUST COMPLETE AND SIGN THIS SECTION AND HAVE IT NOTARIZED
ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA PROPOSERS
(Must Select One)

_____The Proposer's principal place of business is in the political subdivision of Miami-Dade County, Florida.

_____The Proposer's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____The Proposer's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:_____

_____

_____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME; the undersigned authority, in and for the State of Florida, 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.

_____
SIGNATURE OF AFFIANT DATE

_____
PRINTED NAME OF AFFIANT

_____
TITLE

_____
COMPANY NAME

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

Exhibit 13 - DRUG FREE WORKPLACE

VENDOR NAME: _____

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Miami-Dade County, Florida,

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this_____day of_____, 20____.

Personally known _____ _____or

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____
(Type of Identification)

_____
(Printed, typed, or stamped commissioned name of notary public)

Form #4530 3/93

Revised July 2022

Exhibit 14 - STATEMENT OF "NO RESPONSE"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" sheet and return, prior to the Bid Due Date established within to vflores@dadeschools.net or mail to:

The School Board of Miami-Dade County, Florida
Procurement Management Services
1450 N.E. 2nd. Ave., Miami, Florida 33132
Attn: Vanessa Flores, Director

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____ Email: _____

√	**Reasons for "NO Bid":**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the Invitation to Negotiate.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

EXHIBIT 15a – LEASE AGREEMENT FOR SITE ONE

EXHIBIT 15b – LEASE AGREEMENT FOR SITE TWO

EXHIBIT 16 – BID OPENING INSTRUCTIONS

ITN-22-013-VF

Proposals For Leasing of Board-owned site(s) for placement of Commercial Telecommunications Facilities

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Thursday, January 26, 2023 via the e-bidding platform DemandStar.**

NOTE: M-DCPS is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via DemandStar.

For submittal requirements or instructions, please refer to Section 6 of this ITN.

The bid opening will take place virtually at 2:00pm via zoom.

Thursday, January 26, 2023 EST 2:00pm via Zoom
Meeting ID: 963 8325 8347
Passcode: 978824
One tap mobile
+16468769923,,96383258347# US (New York)
+13017158592,,96383258347# US (Germantown)

Exhibit 17 – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to: https://www.demandstar.com/app/registration.
2. On the **Get Started! Create your free DemandStar account** page, fill in your **E-mail address** and your **Company Name**.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type **Miami-Dade County Public Schools** and select it, click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent for you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

EXHIBIT 18 - STATEMENT OF INTENT TO PERFORM AS A CERTIFIED SUBCONTRACTOR/SUBCONSULTANT (IF APPLICABLE)

Solicitation No.:_____
Solicitation Title:_____

A signed *Statement of Intent to Perform as a Certified Subcontractor/Subconsultant* form must be completed by the owner or authorized principal of each firm certified by the Miami-Dade County Public Schools (M-DCPS) Office of Economic Opportunity, listed in the Proposer's/Bidder's submittal to perform work on the above solicitation as a subcontractor/subconsultant.

STATEMENT OF INTENT

The undersigned is a vendor certified by the M-DCPS Office of Economic Opportunity: ☐ Yes ☐ No

_____ (Name of M-DCPS certified firm) agrees to perform work as a subcontractor/subconsultant on the above solicitation as a (check one):

☐ Individual ☐ Partnership ☐ Corporation

The M-DCPS certified firm named above will enter into a formal agreement with _____(Name of Bidder/Proposer) to perform work as a subcontractor /subconsultant on the above solicitation conditioned upon the Bidder/Proposer executing a contract with M-DCPS.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed by the certified subcontractor/subconsultant named above:

Item No.	Type of Work	Agreed Upon Price	% of Work
		$	%
		$	%
		$	%
	TOTAL VALUE OF WORK	$	%

M-DCPS CERTIFIED SUBCONTRACTOR/SUBCONSULTANT SIGNATURE

_____ _____
(Signature) Title
M-DCPS Certified Subcontractor/Subconsultant

_____ _____
(Print) Date
Name of M-DCPS Certified Subcontractor/Subconsultant