	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**	**REQUEST FOR PROPOSALS**

DUE DATE: Proposals due on or before 1:00 p.m. Eastern Time (ET),**Thursday**, **March 2, 2023** via DemandStar. ****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	RFP NO.: **RFP-22-007-TA**	RELEASE DATE: 02/02/2023	PURCHASING AGENT Tosha Alice, Procurement Analyst Phone: (305) 995-7254 Email:Toshabowen@dadeschools.net
	RFP TITLE: **Cloud Disaster Recovery**		

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:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.
Address:	P.O. Box:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Sales Contact:
Sales E-Mail Address:	
E-mail Address to Send Purchase Orders:	
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's Proposer and I am Proposer to do so. Proposer agrees to complete an unconditional acceptance of the contents of this Request For Proposals, and all appendices and the contents of any Addenda released hereto; Proposer released Addenda and understand that the following are requirements of this RFP and 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. Submitting a bid for the same materials, supplies, or equipment, and 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.

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.

TABLE OF CONTENTS

Section 1 - Instructions to Proposers 3

Section 2 – RFP Timetable 11

Section 3 – Special Conditions 12

Section 4 – Scope of Services 14

Section 5 – Minimum Qualification Requirements 27

Section 6 – Submission Requirements 28

Section 7 – Evaluation/Selection Process 30

Section 8 – Proposal Pricing 34

Section 9 – Insurance Requirements 37

Section 10 – Forms and Exhibits 38

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Vendor Experience
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 15	Proposed Contract Agreement
Exhibit 16	Bid Opening Instructions
Exhibit 17	DemandStar Registration Instructions
Exhibit 18	Statement of Intent to Perform as a Certified Subcontractor/Subconsultant

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 Request for Proposals (RFP), 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 RFP, 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. PERFORMANCE SECURITY shall not be submitted with the proposal. The form of performance security the Proposer will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.

2. 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

2. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by Proposer who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

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 16. 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 RFP 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 REQUEST FOR PROPOSALS

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 Proposal (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 Invitation to Bid (ITB) or in a Request for Proposals (RFP) 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.

G. 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.

H. 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.

I. 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.

X. 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.

XI. 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.

XII. 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/RFP, 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.

XIII. 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.

XV. 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).

XVI. PUBLIC RECORDS LAW

Pursuant to Florida Statute 119, it is the practice of Board to make available for public inspection and copying any information received in response to a Request for Proposals (RFP). No action on the part of the respondent to a RFP 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.

XVII. 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.

XVIII. 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").

XIX. 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.

XX. 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.

XXI. 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/

XXII. 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.

XXIII. 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.

XXIV. 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.

XXVII. PURCHASE 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.

XXVIII. 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 an 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP 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 RFP 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.

XXXIII. 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).

XXXIV. 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.

XXXV. 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.

XXXVI. **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 P rop osa l 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 P rop os a l Opening shall not relieve the Awarded PROPOSER of its responsibilities under this RFP.

XXXVII. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. 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.

XXXVIII. 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.

XXXIX. 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.

XL. **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 the 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.

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

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

d) "Department" means the division within the District that is requesting the services or product throughout this request for proposal.

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

f) "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.

g) "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 RFP, as amended thereto.

h) "Solicitation" means this Request For Proposals (RFP) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments/exhibits.

i) "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.

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

k) "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" or "District" are interchangeable terms.

l) "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 – RFP TIMETABLE

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

Goal Setting Committee	Tuesday, September 13, 2022
RFP available for distribution:	Thursday, February 2, 2023
Pre-Proposal Conference date, time and place:	Monday, February 13,2023 at 10:00 a.m. EST Via Zoom at: https://zoom.us/j/93768551480?pwd=SEtpc3lxbzZESnJ2QUVJTGcrS0QzZz09 Meeting ID: 937 6855 1480 Passcode: 889720
Deadline for receipt of questions:	Monday, February 13, 2023 at 5 p.m. EST Emailed to Toshabowen@dadeschools.net
Deadline for receipt of proposals:	Thursday, March 2, 2023 No later than 1 p.m. (local time)
Virtual Opening of Proposals:	Thursday, March 2, 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:	Week of March 27th 2023 and shall be 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 RFP 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 Request for Proposals (RFP). The School Board, through Procurement Management Services, invites responses from Proposers, which offer to provide the services described in Section 4 Scope of Work.

3.2 TERMS OF CONTRACT AGREEMENT

The initial term of the contract shall be for a period of three (3) years with two (2) one (1) year options to renew and if needed, an additional ninety (90) days beyond the expiration of the renewal period, at the District's discretion**.** Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof.

3.3 ADDITIONAL INFORMATION/AMENDMENT

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

Email requests for additional information will be received by the Buyer at the email address specified in **Section 2**. Emails should have at a minimum, the Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and RFP number and title. A copy of <u>any</u> written communication or email <u>must</u> be sent to the Executive Assistant to the Clerk of the School Board.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written amendments to this RFP. Where there appears to be a conflict between the RFP 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 RFP from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments since their names will not have been included on the Proposer List for this particular RFP. Such Proposers are solely responsible for those risks.

3.4 REQUIRED SUBCONTRACTOR/SUBCONSULTANT INFORMATION TO BE SUBMITTED BY THE PROPOSER

If the proposer is not a certified African American or Non-Minority-Woman firm certified by M-DCPS or by another qualifying governmental entity, proposals must include participation by a certified African American or Non Minority Woman subcontractor, as further outlined below, and the proposer must state what percentage of work is being performed by such subcontractor. 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 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. Proposals submitted by a proposer that is not a certified African American or Non-Minority Woman firm or proposals from non-certified firms that do not include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor certified by M-DCPS or another qualifying governmental entity, including a minimum 3% commitment of work to be performed by such subcontractor, shall be deemed non-responsive.

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.

3.5 PRICE ADJUSTMENTS

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any). However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original prices. Therefore, the awarded bidder(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial contract term or each extension period to be valid for the upcoming contract extension period. This price adjustment is subject to approval by M-DCPS. All requests for price adjustments must be submitted in writing to M-DCPS Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify all requests as deemed to be in the best interest of M-DCPS with appropriate documentation provided to the awarded bidder(s). If mutually agreed upon, the price adjustment(s) shall be valid for the next contract and/or extension period unless the adjustment period is otherwise stated and approved by M-DCPS Procurement Management Services. Awarded bidder(s) who are granted price adjustments must make these price adjustments valid for the contract extension period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by M-DCPS personnel.

SECTION 4 – SCOPE OF SERVICES

This section identifies the levels of performance that are desired by the District. 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 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 Request for Proposal (RFP) may result in deductions in the allocation of points by the Selection Committee.

SECTION - 4.1 GENERAL INFORMATION

Miami-Dade County Public Schools ("M-DCPS") is the fourth largest school district in the United States, comprised of approximately 476 schools, 350,000 students and over 37,830 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

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

VISION

We provide a world class education for every student.

MISSION

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

CORE VALUES

Excellence

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

Equity

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

Student Focus

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

Innovation

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

Accountability

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

SECTION - 4.2 – PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to establish a contract for a cloud disaster recovery solution at Miami-Dade County Public Schools.

This RFP allows vendors to reply to specific modules within the core requirements delineated below. All vendors must respond to the section, "Core Requirements For Evaluation." The District expects the supplier to perform the related professional services (e.g., best practices guidance, training, project management, implementation, and training) promptly and professionally with Cloud Disaster Recovery (CDR) experts. The system must be scalable and can expand the technology and the functions. The successful supplier shall be responsible for the final District approved design, installation, implementation, and commissioning of the CDR system, including development of user acceptance testing, system integration and connectivity to existing resources.

The scope of this proposal is to encompass a Cloud Disaster Recovery solution that includes:

- Secure data storage and replication of on-premises data to the cloud or alternate site, automate (not automatic) failover and failback between on-premises and cloud or alternate site to include network with similar access levels as in use today.
- MDCPS' ability to remotely configure and monitor assigned environments.
- The requisite tools and support required to configure and monitor the environment. Tools utilized on-premises today will be part of the production environment in CDR. Tools needed to monitor and maintain the Cloud Solution will need to be included in the proposal.
- Pricing models and detail show basic charges for one-time implementation costs, ongoing cloud costs, managed services costs, software and hardware costs, disaster declaration costs, and annual increases.
- Vendors are encouraged to provide multiple options from near 100% to 15 min MAX RPO and associated pricing.
- If the on-premises environment is unrecoverable, this solution needs to accommodate continued disaster recovery processes in the cloud.
- This will be a phased system approach, but entire one-time implementation costs, ongoing cloud costs, managed services costs, software and hardware costs and disaster declaration costs should be provided in the solution. Pricing should be based on fixed costs with an estimated increase or decrease for annual environment changes.
- The plan should include the following phases

    1. Prework
        a. Discovery
        b. Planning
        c. Design
        d. Gap Analysis (review of requirements and pricing) including financial analysis resulting from GAP Analysis
        e. Reset priorities and scope based on GAP Analysis
    2. Base Implementation
        a. Install replication software
        b. Establish connectivity
        c. Configure replication server components at production site
        d. Configure, initiate, and achieve replication synchronization from production to disaster recovery site
    3. Run Book Development
        a. Scripting
        b. Automation development
        c. Detailed training plan and user acceptance)
        d. DR Exercise Planning, Execution and User Acceptance for both failover and failback

e. Lessons learned development
f. Solution acceptance

4. Annual Managed Services

- Assume that connectivity and data center will be lost. Use your best possible solution based on your experience.

SECTION - 4.2.1 Existing Data Center Overview

Below is a summary of the current data center environment. It is expected that the chosen provider will perform a complete discovery with MDCPS, and pricing will be adjusted in the discovery phase. This information is provided to allow responding providers to price accordingly and understand the size and scope of the MDCPS on-premises data center. The following are key data center counts:

- Aggregate storage - 300 TB
- Total Compute – 2,265 CPUs
- Total Memory – 8,831 GB

SECTION - 4.2.2 Data Center Network Architecture

- Network Infrastructure
- The data center network architecture is built as per best practices with core, aggregation, access layer and interconnected with physical and logical isolation.
- Network Virtualization – this will be determined in Discovery Phase
- DMZ and Firewall Design
  - Firewalls deployed for perimeter and data center.
  - Load balancers deployed.
- Snapshot pool compression 1.6:1 with retention twice daily
  - Monthly Change Rates
    - Databases at 4%
    - VM's at 2%
  - De-Duplication pools utilized

SECTION - 4.2.3 Active Directory

- On-premises applications require active directory.
- End User Access
  - End user access can be through a private WAN or client VPN.
  - Further access requirements will be determined after award during the pre-work phase.

SECTION - 4.2.4 Acceptance Criteria

- MDCPS requirements for acceptance of Cloud Disaster Recovery solution
  - RFP Required Materials with M-DCPS approvals
  - Successful Disaster Recovery Exercise
- Phase 1 Minimum Qualification Review
  - The District will perform an initial responsiveness review to determine compliance with the RFP administrative requirements and the minimum qualification requirements defined herein and notify all disqualified Proposers.
  - Proposers that are deficient in meeting the minimum qualifications at the time of Proposal submittal will be deemed non-responsive to this RFP and no further consideration shall be granted.
- Phase 2 Evaluation – Evaluation

- Proposals that meet the Phase I Minimum Qualification Requirements will be evaluated based on the Phase 2 evaluation criteria herein. A “competitive range” (shortlist) will be established.
- Proposers in the “competitive range” (shortlist) will advance to Phase III of the process as outlined below. Proposers who do not advance to Phase 3 will be notified in writing and no further consideration shall be granted.

- Phase 3 – Technical Evaluation
  - Technical Demonstration: Proposers in the shortlist will be given the opportunity to perform a technical proof of concept (POC). The POC will consist of a live demonstration in which the proposer will perform scenarios as specified by the provided script, followed by a Q&A session. Evaluation and scoring of the POC will be based on the successful completion of all required scenarios provided in the POC script, as noted below.
  - The purpose of this demonstration script is to provide an opportunity to show how the products and services will fulfill this RFP’s Cloud Disaster Recovery solution needs. The demonstration should be limited to 90 minutes and stay within the framework indicated below. The first 10 minutes will provide the vendor the opportunity to execute their proposal, and what differentiates their product from the leading competition.
    - Demonstrate how multiple RPOs can be achieved
    - Handles physical and virtual Server images, local and array storage, snapshots, database (data, snapshots, journals), etc.
    - Failover and failback occur, including automation (not automatic), triggers, timing, spin-up timing by tier, networks, and access
    - Determines on-premises change in data and handles synchronization for the DR solution
    - Scales and balances to handle production load
    - Timelines to achieve
      - Initial Data Replication into the cloud
      - Solution implementation
      - Multiple full failover and failback
  - Firms participating in the Phase 3 Technical Demonstration will be scored based on criteria herein with up to **15** possible points. The score from Phase 3 will be added to Phase 2 scores. Phase 3 is scheduled TBD

SECTION - 4.2.5 – CORE REQUIREMENTS FOR EVALUATION

This section documents MDCPS’ minimum requirements and expectations for a Cloud Disaster Recovery (CDR) solution. Consider and provide detailed responses to all questions, requirements, and statements. The response must address all MDCPS requirements and expectations. Please indicate the performance level offered or an alternative option if a requirement cannot be met.

1. Single Sign-On and Active Directory Support
   - The System shall utilize District's Single Sign-on in Azure Active Directory, on-premises Active Directory Federated Service (ADFS), and Microsoft MFA to authenticate MDCPS users (including Parent Portal users) to access the website. Currently, AD is replicated to Azure and some cloud applications authenticate through that copy. All MDCPS applications hosted in the Data Center use the local copy for authentication that the Disaster Recovery Solution must accommodate. Any changes to this model are out of scope.
     - Support for ADFS/SAML 2.0
     - Support for policy-based access
     - Support AD Security Group-based user access profile set up
2. The provider must prove scalability of their services and that they can support any changing (growth or reduced) needs MDCPS may have. This can be accomplished by referencing a customer the size of M-DCPS or larger.

3. Providers should be forthright about the size of their existing production customer base and the number of actual declarations that the provider has supported over the past year.
4. Pricing models and detail that show basic charges for Software, Compute, Storage, Network, and Hosting on an annual basis
    a. Network access and use pricing should be detailed, including any costs associated with variable bandwidth (burst) usage with minimum/maximum bandwidth pricing tiers
    b. Operational pricing should be expressed as baseline minimums with incremental tiered costs for increased consumption of infrastructure to accommodate growth or reductions
    c. MDCPS requires a CDR solution for all production and development environments as reflected in the data center overview. However, these mission-critical applications will be prioritized; therefore pricing should reflect this.
        i. SAP (HR / Payroll / Time / Benefits / Employee Self Service)
        ii. Web-based applications, including student, employee, and community portal
        iii. Migration of all active directory data and processes
        iv. District's internet presence
    d. Implementation prework –
        i. CDR will replicate the current on-premises solution and topology in a like-to-like rehosting strategy. So, for "DR on cloud" considerations, an assessment of Application (Custom & COTS) cloud readiness should be undertaken as part of this project's scope.
        ii. Another CDR function would be grouping servers based on "application/family of applications" with dependencies to invoke group level/individual DR. The inventory of applications, along with their business criticality, technology details and mapping to infrastructure, will be identified during the Phase I Prework (Discovery, Planning, and Design) with the awarded vendor.
        iii. The vendor will provide a list of the servers that have dependencies with other servers in the data center.
        iv. The vendor is expected to identify all End of Service and End of Life servers that cannot be accommodated "as is" in the proposed CDR Solution.
        v. The vendor will also identify
            1. The amount of data held in other applications
            2. All applications to be protected
            3. Amount of data to be protected
            4. Actual user count. All users should have the same permissions to the applications as they have in on-premise applications
        vi. The vendor should include the design and build of the foundation, including landing zone, integration with on-premises AD, connectivity between on-premise to cloud, gateway devices like firewall and WAF, etc.) in the proposal.
        vii. The vendor will provide policies, procedures, or governance for deploying and migrating workloads to the Cloud.
        viii. DR Drills (DR planning, fail-over testing, etc.) will be part of the managed services scope. The Initial failover testing to validate the solution is in scope for implementation. The recurring tests would be part of Managed Services.
        ix. Logical Technology Model document of the solution, including details on like-to-like configurations, storage, and networking to provide a scalable, high-performance environment
    e. Handles Server images, local and array storage, snapshots, database (data, snapshots, journals), etc.
    f. Automates (not automatic) failover and failback between on-premises and cloud to include networks with similar levels of access as in use today
    g. Include all automation, triggers, timing, spin-up timing by tier, networks, and access
    h. Scales and balances to handle production load
    i. Impacts production performance while on-premises or in the cloud

j. Connectivity to solution and how it merges with MDCPS to include bandwidth impacts while idle and during a disaster.
k. The vendor should indicate if system IPs can be maintained or would need to be changed as part of their solution.
l. The vendor should indicate if a Layer2 extension is required as part of their proposed solution.
m. The solution should include enabling technologies for Virtual Private Network (VPN), Virtual Desktop Infrastructure (VDI) and Remote Desktop Protocol (RDP).
n. Details on additional Circuit(s) required for the solution
o. Ability and ease to manage the solution
p. Roles and responsibility matrix
q. A detailed description of requirements, including FTE resources and skills, and documents needed from MDCPS
r. In the event the on-premises environment is unrecoverable, then this solution needs to accommodate continued disaster recovery processes in the cloud

5. The provider should clearly document contract termination options and charges
6. Optional solutions to reduce total storage required like deduplication.
7. Recommendations on backup retention in the cloud if this enhances the solution with the understanding that cloud backups will only be required when a failover scenario occurs.
8. Recommendations on reducing costs during idle (non-DR) times.
9. Provide a detailed timeline/schedule to implement a solution with milestones and vendor resources required.
    s. Prework
        i. Discovery
        ii. Planning
        iii. Design
        iv. Gap Analysis (review of requirements and pricing) including financial analysis resulting from GAP Analysis
        v. Reset priorities and scope base on GAP Analysis
    t. Base Implementation
        i. Install replication software
        ii. Establish connectivity
        iii. Configure replication server components at production site
        iv. Configure, initiate, and achieve replication synchronization from production to disaster recovery site
    u. Run Book Development
        i. Scripting
        ii. Automation development
        iii. Detailed training plan and user acceptance)
        iv. DR Exercise Planning, Execution and User Acceptance for both failover and failback
        v. Lessons learned development
        vi. Solution acceptance
    v. Execution of a Full Disaster Recovery detailed with stages Support / Procedures

Support Procedures

1. The provider should describe the procedures for MDCPS to execute fail-over into the CDR solution location.
2. The vendor should provide details if they are not solely responsible for elements of the solution, including procurement, configuration, management, operation, monitoring, maintenance and alerting of all hosting systems.
3. Describe access requests and procedures, tools and applications required so MDCPS resources can configure application and data changes using the provider's service portal.
4. The vendor shall provide a single point of contact for all incidents, problems, and issues on a 7/24/365 basis.

5. The provider shall be solely responsible for managing any incident, problem and changes to the Cloud Disaster Recovery solution infrastructure.
6. Provide the process for how requests, approval and validation processes and communicated and managed.
7. Provide details on the provider's role in managing operations failback from the cloud data center back to MDCPS' production data center so that it is supported in our environment.
8. Provide details on how relevant infrastructure and/or toolset changes will be communicated to MDCPS (sufficient time for MDCPS to review and provide input needs to be made available before implementation).
9. The provider shall provide the processes and management for notification of both scheduled and emergency maintenance and/or downtime to MDCPS.
10. MDCPS will expect adequate time to assess potential impacts and implement mitigating measures in the event of an emergency during a provider outage. MDCPS may require time to assess potential impacts (if any) and implement mitigation measures before resuming DR activities.
11. Detail the fault tolerance, monitoring, alerting and notification processes for any hardware and power solutions that may affect MDCPS (e.g., UPS, battery and server clustering). Detail how MDCPS can access said monitoring.
12. Describe how the provider solution will allow MDCPS to unilaterally deploy configuration changes once the Disaster Recovery solution infrastructure has been provisioned.
13. Provide the provider escalation and response plan and describe how issues are triaged and escalated.

Storage

1. Provide detailed tiered pricing and availability for data storage solution between MDCPS primary site and the Cloud Disaster Recovery solution location with intermittent write access and transaction logging
2. Describe how the provider solution will make sufficient storage continually available for incremental data replication from the primary site to the DR site; including the provider's storage backup (DR) strategy
3. Detail the encryption methodology in the cloud

Security

1. MDCPS has an inventory of security controls that we want to be part of the DR design (Network Security, Data Security, Application security, Endpoint security, Security Governance & Monitoring controls) and specific security controls required will be identified during Phase I Prework (Discovery, Planning, Design and GAP Analysis) with the awarded vendor.
2. The same security controls for the Vulnerability Management in the data center are expected to be extended to the DR site. The VM details will be identified during the Phase I Prework (Discovery, Planning, and Design) with the awarded vendor.

Network

1. The vendor should describe its network topology plan for disaster recovery.
2. Provide how circuits (if needed) will be managed and monitored and how alerts are communicated to MDCPS.
3. The provider should clearly document how additional connectivity/bandwidth usage is managed/ handled when the customer needs to utilize the Cloud Disaster Recovery solution.
4. The provider should clearly document the type of connectivity offered as part of their solution Infrastructure.
5. The provider should clearly document if any offshore personnel resources will be used to support the implementation.
6. The provider should clearly document that all data will reside and remain in the continental USA.

Infrastructure

1. Provide a complete description of the proposed infrastructure including quantities, configuration and models of equipment, applications, types of data storage, memory, CPU/servers, network, storage used to support the Cloud Disaster Recovery solution.
2. The provider shall describe their excess infrastructure capacity in the event all clients of the provider execute simultaneously and put 100% demand on the provider's infrastructure
3. Provide details of expected performance and any degradation should the providers client stress their environment to 100% computer capacity, storage capacity, and network capacity?

Tools/Applications

1. Provide details of any software tools required by MDCPS to fully integrate to the provider's hosting environment including name, version, quantity, and pricing. Describe any purchasing capability that the vendor can provide if MDCPS would like to include these services and purchases in the solution.
2. Provide details of the virtual environment that will be deployed, and the tools/applications used.
3. Identify any requirement to purchase interfaces, software, subscriptions, or solutions from other vendors to work with the proposed solution.
4. Describe licenses required for the solution (concurrent / named user/ device types that consume licenses). Describe the solution's standard reporting and report generation capabilities including dashboards and drill downs.
5. The provider will describe the required license for the DR system and must include the required license cost in the Pricing Proposal worksheet. This should include operating system(s) licensing.
6. Describe the process for MDCPS notification and alerts with solution.

Cloud Service Availability

1. Describe in detail the SLA's provided by the cloud provider and the accommodations for MDCPS' environment during an outage at cloud provider.
2. Explain in detail the process used to notify customers of downtime for both planned and unplanned cloud provider outages.
3. Explain and describe the features used to ensure the security, redundancy, resiliency, and integrity of the cloud provider hosting the application, infrastructure, and other components.
4. Provide details on what MDCPS will be responsible to manage on cloud subscription after completion of the solution.
5. Describe the provider's policy regarding data breach notification and follow-on mitigation

Product Vision and Future Enhancement Strategy

1. Describe the company's product vision and how it sees the product in the marketplace with a two- to five-year outlook; include a statement of strategic direction. Are there any new industry standards that are currently being implemented in your solution?
2. Describe your company's current and future plans to offer its customers enhancements to the existing products in its proposed solution; include the timeline and frequency for enhancements. How will these future enhancements be communicated and reviewed with MDCPS?

SECTION 4.3 – Technical Solution/Project Approach

The proposer shall detail a comprehensive work plan for the proposed solution. The work plan should include strategies for the implementation of the Statement of Work and shall address the following elements keeping in mind the district's targeted "Go-Live" date of the new Cloud Disaster Recovery Solution with complete integrations and interfaces determined after the Discovery Phase. Discovery Phase should take no longer than six (6) months.

1. Submit your responses to:
    a. Section 4.2.5- Core Requirements for Evaluation
2. Project Definition - Describe your understanding of the scope of the project including:
    a. The functionality/applications to be implemented to meet provided requirements listed in Section 4.2.
    b. Timeline estimation to complete each phase. Please provide a Gantt chart of the project phases (Prework, Base Implementation, and Run Book Development) as outlined, tasks, and resources (Proposer and MDCPS).
    c. Proposer may submit alternate solutions and pricing models with alternate timeline estimates.
    d. All professional services that will be provided to MDCPS through this contract.
    e. Organizational impacts to MDCPS (i.e., who will work with the new system and who the Proposer will need to work with to implement the new system).
    f. Provide a list of all available APIs for integration with other District applications.
3. Implementation Plan
    a. Provide a work plan that demonstrates a comprehensive and detailed approach in implementing the Statement of Work. Please include a timeline, service level agreement, level of effort, performance guarantees, performance guarantees, resource allocation, etc. MDCPS will provide a dedicated project manager who will coordinate the support needed from the MDCPS side for this project. The vendor is expected to handle all execution tasks required to complete the project.
    b. Provide details as to how the firm possesses a track record of flexibility to make project modifications that meet the project goals and objectives.
    c. Describe the process of recording and documenting, storing, and retrieving all project artifacts and documentation throughout and after the implementation and its availability to MDCPS staff.
4. Run Book Development Plan – Provide the comprehensive development strategy for a disaster recovery run book that includes a Business Impact Analysis (BIA), Business Risk Measurement, communications plans for all stakeholders, maintenance, and testing of the run book.
5. Training Plan
    a. Describe the comprehensive training strategy to be used for the project that will include the training of MDCPS trainer personnel who may work on the project.
    b. Training for knowledge transfer and during the implementation of the solution for a small group of individuals.
    c. The training plan and runbook must ensure that MDCPS can execute the plan during an emergency.
    d. MDCPS must sign-off on runbook and training plan
6. Service Level Agreement and Customer Support
    a. Describe the proposed Service Level Agreement with software assurance and compensation when unmet.
    b. Describe customer support approach, methodology, and coverage.
    c. Provide an example of how the proposed Service Levels will be measured and reported

- Service Requirements
    - User Acceptance Testing (UAT) for multiple user groups
        - Support Staff
        - Administrators
        - Teachers
        - Students
        - Parents
    - Software Licenses:
        - The vendor is required to conduct an assessment of the existing MDCPS licenses, its cloud compatibility and the cost impact of using it in the cloud. The complete list of existing software, versions, etc., will be provided during the Phase 1 Prework (Discovery, Planning and Design) to the awarded vendor.

Information Security Requirements for the cloud provider

- Commercial cloud solutions must meet contractual stipulations set forth by M-DCPS, including, but not limited to, a clear definition of the data owned by each party, the type of data being stored/transferred, that all District data reside in a Tier 1 data center located within the continental United States, SOC2/ISO 27001 certification, etc., that demonstrate compliance with minimum security standards stipulated by the District.

- Provider should specify compliance with any of the following as applicable:
    - ISO 27001 Certification
    - SOC3 and SOC2 Certification
    - CSA: Cloud Security Alliance Star Level 1
    - Public Cloud Storage and Collaboration Policy
    - The administration and security of the software adhere to all CIPA and COPA requirements in addition to user login tracking and monitoring of document access, editing, and downloading. The solution must adhere to all State and Federal regulations relating to student data privacy and confidentiality. This includes, but is not limited to, the Family Educational Rights and Privacy Act (FERPA), Individuals with Disabilities Education Act (IDEA), and the Health Insurance Portability and Accountability Act (HIPAA).

- Upon a written request from the District, provider will provide proof of SOC II compliance or reasonable equivalent or an attestation of an independent third-party audit conducted based on an industry-recognized framework such as the NIST Cybersecurity Framework (CSF), NIST SP 800-53, ISO 27001, or evidence of a comprehensive internal and external penetration test once per calendar year and in accordance with provider scheduling.

SECTION 4.4 - REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

The proposal submitted must clearly indicate the name of the responding firm, as well as the name, address and telephone number of the primary contact at proposer's organization. The Proposer shall demonstrate their experience in the disaster recovery for education industry.

The Proposer must include the following information within the submitted proposal:

1. Executive Summary profiling of the service provider and/or agency submitting proposal;
2. Documentation of providing the services described in this RFP for a minimum of five (5) years.
3. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. **At least one reference must be from the education industry.** 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 MDCPS or M-DCPS employees as reference.
4. RFP Pricing Proposal . The RFP Pricing Proposal includes four pricing proposals, Phase 1. Prework, Phase 2. Base Implementation, Phase 3. Run Book Development, Phase 4. Post Implementation Support. The first year Software License Costs, Compute Costs, Storage Costs, Network Costs, Cloud Hosting Subscription Cost and other first year costs should be included in the proposal.
5. Proposal Pricing. Proposer must itemize and detail all chargeable fees to perform the identified services, as noted in Section 8. Any other information and/or additional service/incentive that can be used by M-DCPS in the proposal evaluation process.
6. Proposers who do not offer any of the above-mentioned products and/or services, may indicate that fact in the worksheet and proposal.

7. The provider's/agency's experience in providing a data center CDR solution.
8. The names of the persons who will perform services for the agency under this proposal, including their titles, copies of their curriculum vitae/resume, and applicable state licensures.
9. Location of the provider's office, and if an agency, provide the number of partners, managers, supervisors, and other professional staff.
10. Provide a list of K12 districts where the system is being used.
11. Provide a brief description of the plan for provision of a data center CDR system for MDCPS.
12. The provider's/agency's experience in the education industry.

Solution Overview

1. The provider should clearly document how their Cloud Disaster Recovery solution functions.
    a. Include customizations, interfaces, subscriptions, and services, including how the proposed solution will meet or exceed the requirements stated in the entire RFP.
    b. Include sufficient technical information about the solution, operating environment, and performance data to enable the district to determine whether the proposed solution meets the technical environment, security and interface prerequisites
2. The provider should describe how data is securely replicated to the CDR solution to meet near 100% RPO.
3. The provider should document all service tiers, along with multiple RTO and RPO targets, tier pricing and daily resource usage charges.
4. The provider must prove scalability of their services and that they can support any changing (growth or reduced) needs MDCPS may have. This can be accomplished by referencing a customer the size of MDCPS or larger.
5. Providers should be forthright about the size of their existing production customer base and the number of actual declarations that the provider has supported over the past year.
6. Pricing models and detail that show basic charges for Software, Compute, Storage, Network, and Hosting on an annual basis
    a. Network access and use pricing should be detailed, including any costs associated with variable bandwidth (burst) usage with minimum/maximum bandwidth pricing tiers
    b. Operational pricing should be expressed as baseline minimums with incremental tiered costs for increased consumption of infrastructure to accommodate growth or reductions
    c. MDCPS requires a CDR solution for all production and development environments as reflected in the data center overview. However, these mission-critical applications will be prioritized; therefore pricing should reflect this.
        i. SAP (HR / Payroll / Time / Benefits / Employee Self Service)
        ii. Web-based applications, including student, employee, and community portal
        iii. Migration of all active directory data and processes
        iv. District's internet presence
    d. Implementation prework –
        i. CDR will replicate the current on-premises solution and topology in a like-to-like rehosting strategy. So, for "DR on cloud" considerations, an assessment of Application (Custom & COTS) cloud readiness should be undertaken as part of this project's scope.
        ii. Another CDR function would be grouping servers based on "application/family of applications" with dependencies to invoke group level/individual DR. The inventory of applications, along with their business criticality, technology details and mapping to infrastructure, will be identified during the Phase I Prework (Discovery, Planning, and Design) with the awarded vendor.
        iii. The vendor will provide a list of the servers that have dependencies with other servers in the data center.

iv. The vendor is expected to identify all End of Service and End of Life servers that cannot be accommodated “as is” in the proposed CDR Solution.
v. The vendor will also identify
    1. The amount of data held in other applications
    2. All applications to be protected
    3. Amount of data to be protected
    4. Actual user count. All users should have the same permissions to the applications as they have in on-premise applications
vi. The vendor should include the design and build of the foundation, including landing zone, integration with on-premises AD, connectivity between on-premise to cloud, gateway devices like firewall and WAF, etc.) in the proposal.
vii. The vendor will provide policies, procedures, or governance for deploying and migrating workloads to the Cloud.
viii. DR Drills (DR planning, fail-over testing, etc.) will be part of the managed services scope. The Initial failover testing to validate the solution is in scope for implementation. The recurring tests would be part of Managed Services.
ix. Logical Technology Model document of the solution, including details on like-to-like configurations, storage, and networking to provide a scalable, high-performance environment

e. Handles Server images, local and array storage, snapshots, database (data, snapshots, journals), etc.
f. Automates (not automatic) failover and failback between on-premises and cloud to include networks with similar levels of access as in use today
g. Include all automation, triggers, timing, spin-up timing by tier, networks, and access
h. Scales and balances to handle production load
i. Impacts production performance while on-premises or in the cloud
j. Connectivity to solution and how it merges with MDCPS to include bandwidth impacts while idle and during a disaster.
k. The vendor should indicate if system IPs can be maintained or would need to be changed as part of their solution.
l. The vendor should indicate if a Layer2 extension is required as part of their proposed solution.
m. The solution should include enabling technologies for Virtual Private Network (VPN), Virtual Desktop Infrastructure (VDI) and Remote Desktop Protocol (RDP).
n. Details on additional Circuit(s) required for the solution
o. Ability and ease to manage the solution
p. Roles and responsibility matrix
q. A detailed description of requirements, including FTE resources and skills, and documents needed from MDCPS
r. In the event the on-premises environment is unrecoverable, then this solution needs to accommodate continued disaster recovery processes in the cloud
s. The provider should clearly document contract termination options and charges
t. Optional solutions to reduce total storage required like deduplication.
u. Recommendations on backup retention in the cloud if this enhances the solution with the understanding that cloud backups will only be required when a failover scenario occurs.
v. Recommendations on reducing costs during idle (non-DR) times.
w. Provide a detailed timeline/schedule to implement a solution with milestones and vendor resources required.
x. Prework
    i. Discovery
    ii. Planning
    iii. Design
    iv. Gap Analysis (review of requirements and pricing) including financial analysis resulting from GAP Analysis

v. Reset priorities and scope base on GAP Analysis

y. Base Implementation
   i. Install replication software
   ii. Establish connectivity
   iii. Configure replication server components at production site
   iv. Configure, initiate, and achieve replication synchronization from production to disaster recovery site

z. Run Book Development
   i. Scripting
   ii. Automation development
   iii. Detailed training plan and user acceptance)
   iv. DR Exercise Planning, Execution and User Acceptance for both failover and failback
   v. Lessons learned development
   vi. Solution acceptance

aa. Execution of a Full Disaster Recovery detailed with stages Support / Procedures

Support Procedures

1. The provider should describe the procedures for MDCPS to execute fail-over into the CDR solution location.
2. The vendor should provide details if they are not solely responsible for elements of the solution, including procurement, configuration, management, operation, monitoring, maintenance and alerting of all hosting systems.
3. Describe access requests and procedures, tools and applications required so MDCPS resources can configure application and data changes using the provider's service portal.
4. The vendor shall provide a single point of contact for all incidents, problems, and issues on a 7/24/365 basis.
5. The provider shall be solely responsible for managing any incident, problem and changes to the Cloud Disaster Recovery solution infrastructure.
6. Provide the process for how requests, approval and validation processes and communicated and managed.
7. Provide details on the provider's role in managing operations failback from the cloud data center back to MDCPS' production data center so that it is supported in our environment.
8. Provide details on how relevant infrastructure and/or toolset changes will be communicated to MDCPS (sufficient time for MDCPS to review and provide input needs to be made available before implementation).
9. The provider shall provide the processes and management for notification of both scheduled and emergency maintenance and/or downtime to MDCPS.
10. MDCPS will expect adequate time to assess potential impacts and implement mitigating measures in the event of an emergency during a provider outage. MDCPS may require time to assess potential impacts (if any) and implement mitigation measures before resuming DR activities.
11. Detail the fault tolerance, monitoring, alerting and notification processes for any hardware and power solutions that may affect MDCPS (e.g., UPS, battery and server clustering). Detail how MDCPS can access said monitoring.
12. Describe how the provider solution will allow MDCPS to unilaterally deploy configuration changes once the Disaster Recovery solution infrastructure has been provisioned.
13. Provide the provider escalation and response plan and describe how issues are

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. Copy of current registration with the Florida Department of State, Division of Corporations to conduct business in the State of Florida. 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. **This information must be documented on Exhibit 1 (Cover Page), along with submittal of the required incorporation/organization documentation.**		
c. Be regularly engaged in the business of providing the services described in this RFP for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. At least one reference must be from the education industry. **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.**		
d. Submission of all documentation/information stated in this RFP, including, without limitation the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this RFP, as well as the required forms and exhibits, as stated in Section 10 of this RFP.		
e. If the proposer is not a certified African American or Non-Minority-Woman firm certified by M-DCPS or by another qualifying governmental entity, proposals must include participation by a certified African American or Non Minority Woman sub-contractor, as further outlined below, and the proposer must state what percentage of work is being performed by such the subcontractor. Please include a completed Exhibit 18 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your proposal</u> to specify the name of the certified subcontractor/subconsultant, the proposed 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. Proposals submitted by a proposer that is not a certified African American or Non-Minority Woman firm or proposals by a non-certified firm that do not include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor certified by M-DCPS or by another qualifying governmental entity, including a minimum 3% commitment of work to be performed by such subcontractor, shall be deemed non-responsive.		

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. All proposals must be submitted electronically via DemandStar.**

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

For more information on how to register on 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) must be neatly typed on 8½" X 11" page size, with normal margins, spacing and quantities as outlined in this RFP.

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 RFP 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) Proposer Qualification Form
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) Proposed Approach and Methodology
Provide a response to all of the items listed in **Section 4 and 7** of this RFP. If the Proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item. The Proposer must respond to ALL Requirements in the order listed in **Section 4 and 7** of this RFP using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

7) Experience and Qualifications (including Corporate Past Performance and Key Personnel)
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 RFP, whereby resumes of Key personnel should be included within the Proposal. Lastly, as outlined in Sections 4 and 5, please **provide three (3) references** whereby your company has successfully provided services requested within this RFP.

8) Price Proposal
Provide pricing on the Proposal Pricing Form, refer to Section 8

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

10) Required Forms & Exhibits The Proposer must complete, sign and submit Exhibits 1 through 15 and Exhibit 18, in **Section 10** as part of the Proposal. By submitting a proposal, the Proposer agrees to be bound by and to execute the Sample Agreement, Exhibit 15 of this RFP.

SECTION 7 - EVALUATION/SELECTION PROCESS

SECTION 7.1 - COMPETITIVE RFP PROCESS

(a) The selection process under this RFP 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 3 of this document for additional information and provisions applicable to this competitive RFP process.

SECTION 7.2 - EVALUATION CRITERIA

The Selection Committee (hereinafter referred to as "Committee") will evaluate and rank 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 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 RFP. 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
Proposed Approach and Methodology	**25**
Experience and Qualifications (including corporate past performance and Key Personnel)	**40**
Overall Cost	**20**
Certified Firm Participation • 15 points for proposals submitted by proposers that are certified African American or Non-Minority Woman firms certified by M-DCPS or by another qualifying governmental agency • Proposals submitted by a non-certified firm must include a minimum 3% commitment of work to be performed by a M-DCPS certified African American	**15**

or Non-Minority Woman subcontractor. • 15 points based on sliding scale commitment (i.e. 7 point = 7% of business to the certified subcontractor (as stated above) for duration of the contract) • Proposals submitted by a proposer that is not a certified African American or Non-Minority Woman firm or proposals by a non-certified firm that do not include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor certified by M-DCPS or by another qualifying governmental entity, including a minimum 3% commitment of work to be performed by such subcontractor, shall be deemed non- responsive.	
TOTAL POINTS	**100**

SECTION 7.3 - PROPOSER EVALUATION CRITERIA BREAKDOWN

a) Proposed Approach and Methodology - Possible Points: 25

- Proposer's overall detailed approach and methodology to perform the services solicited herein. Understanding of the RFP 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 RFP. **Possible Points: 25**

b) Experience and Qualifications - Possible Points: 40

- 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: 20**
- Qualifications and experience of all proposed key personnel. **Possible Points: 10**

c) Overall Cost - Possible Points: 20

- Proposed pricing as shown on the Proposal Pricing Form.

d) Small/Micro, Minority/Women, and Veteran Business Enterprise Programs - Possible Points: 15

- 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. Refer to Section 7.7 for further information.

SECTION 7.4 - ORAL PRESENTATIONS, IF REQUIRED

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

(b) Oral presentations, if required. 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.

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 Committee established a competitive range and has completed its final evaluation of proposals;

(ii) the highest ranked Proposer when the 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; and

(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 Request for Proposals.

(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 of Identifying Authorized Representative for Selection Committee Proceedings (RFP Process) **(See Section 10 - 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 RFP 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 RFP 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, 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 Goal Setting Committee recommended that this solicitation require participation by certified African American or Non-Minority Woman prime firms certified by M-DCPS or by another qualifying governmental entity, or use of a certified African American or Non Minority Woman subcontractor certified by M-DCPS or by another qualifying governmental entity, with a minimum 3% commitment of the overall proposed cost on a sliding scale for such certified subcontractors. . Non-certified proposers using a certified subcontractor (as stated above) will be assessed one point for every pledged percentage basis up to 15 points (see section 7 for Evaluation Criteria). In addition, proposals submitted by a proposer that is not a certified African American or Non-Minority Woman firm or proposals by a non-certified firm that do not include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor certified by M-DCPS or by another qualifying governmental entity, including a minimum 3% commitment of work to be performed by such subcontractor, shall be deemed non- responsive.**

Please see the evaluation criteria table in Section 7.2 (Evaluation Criteria) for the certified firm participation applicable to this RFP.

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 enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with certified subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: http://miamidadeschools.diversitycompliance.com. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at OEO@dadeschools.net for additional information on getting certified.

Please see the evaluation criteria table in Section 7.2 (Evaluation Criteria) for the certified firm participation information applicable to this RFP.

SECTION 8 – PROPOSAL PRICING

(Signature required at the end of this Section)

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

The proposer shall complete in its entirety a Price Proposal to perform the services using **Exhibit B – Cloud Disaster Recovery Price Proposal** provided as a separate downloadable document, following instructions for each tab of the provided document labeled as follows:

- Summary
- Implementation Costs
- Annual Ongoing Cost
- Disaster Declaration Rate
- Annual Managed Services

Additionally, Proposer should itemize and detail all chargeable fees to perform all elements of this RFP identified in **Section 4,** Scope of Services if not identified in Exhibit B.

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

The Proposer shall offer all elements of this RFP and meet all service requirements and specifications listed within Section 4 - Scope of Services, including but not limited to all costs associated with the performance of these services, including labor, materials, transportation, training, maintenance, fees, etc.

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 PRICE 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

In consideration of this Contract, if awarded, the Proposer agrees without reservation to the indemnification and insurance clauses contained in this RFP. These clauses are attached to and form a part of this RFP.

Proposers shall be required to provide, at the time of submittal of their proposal, evidence of insurance coverages and limits meeting, at a minimum, the following requirements:

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

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

Cyber Liability Insurance: If the contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the proposer and the Board, the proposer shall provide evidence of the following insurance. Proposer shall maintain Cyber Liability insurance with limits of not less than $1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the proposer shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the proposer.

Failure to submit evidence of insurance, as outlined above, may cause the proposer to be considered non-responsive and ineligible for award.

In addition, upon award, the successful proposer 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 proposer 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 proposer to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the proposer shall relieve the proposer of the proposer's full responsibility to provide insurance as required herein.

The insurance provided by the proposer 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 proposer.

Compliance with these insurance requirements shall not limit the liability of the proposer. 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 proposer) available to the Board under this contract or

otherwise.

The proposer 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 proposer. 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 proposer 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

The above insurance requirements may only be amended or waived via written approval of the 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 (RFP 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
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 15	Proposed Contract Agreement
Exhibit 16	Bid Opening Instructions
Exhibit 17	DemandStar Registration Instructions
Exhibit 18	Statement of Intent to Perform as a Certified Subcontractor/Subconsultant

Exhibit 1
Cover Page for Proposal

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S CONTACT PERSON:

Name:_____ Title:_____

MAILING ADDRESS:

Street Address:_____

City, State, Zip:_____

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

BIDDER'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 Bidder was not incorporated/organized in the State of Florida, attach current registration authorizing Bidder to transact business in Florida.

If Bidder 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:_____

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

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

BIDDER'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 (RFP PROCESS)

Firm/Proposer's Name: _____
Address: _____Zip: _____
Business Telephone: (____) _____
This RFP 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 RFP 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 RFP 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 RFP 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

I**nstructions:** 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 l, 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.

RFP 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, l989, 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

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 Proposers 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. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida. 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. **This information must be documented on Exhibit g1 (Cover Page), along with submittal of the required incorporation/organization documentation.**		
c. Be regularly engaged in the business of providing the services described in this RFP for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS. At least one reference must be from the education industry. **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.**		
d. Submission of all documentation/information stated in this RFP, including, without limitation the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this RFP, as well as the required forms and exhibits, as stated in Section 10 of this RFP.		
e. If the proposer is not a certified African American or Non-Minority-Woman firm certified by M-DCPS or by another qualifying governmental entity, proposals must include participation by a certified African American or Non Minority Woman sub-contractor, as further outlined below, and the proposer must state what percentage of work is being performed by such the subcontractor. Please include a completed Exhibit 18 (Statement of Intent to Perform as a Certified Subcontractor/Subconsultant) <u>in your proposal</u> to specify the name of the certified subcontractor/ subconsultant, the proposed 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. Proposals submitted by a proposer that is not a certified African American or Non-Minority Woman firm or proposals by a non-certified firm that do not include participation by a M-DCPS certified African American or Non-Minority Woman subcontractor certified by M-DCPS or by another qualifying governmental entity, including a minimum 3% commitment of work to be performed by such subcontractor, shall be deemed non- responsive.		

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)

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 submit via DemandStar, prior to the Bid Due Date established herein.

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 Request for Proposals.
	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 15 – PROPOSED CONTRACT AGREEMENT DRAFT

Clear Form

Contract Number _____(For Procurement Use Only)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this _____day of _____, 20____, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, existing under the laws of the State of Florida hereinafter referred to as the "School Board," and _____ whose principal address is _____, (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR," is as follows:

1. SCOPE OF WORK
The Contractor shall, in a satisfactory and proper manner as determined by the School Board, perform the following:
Nature of Contracted Services: _____

Anticipated Outcome of Contracted Services: _____

Location of Contracted Service: _____

Date(s)/Hours of Service: _____

Should this Scope include in person services to students, Contractor shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer and School Year Activities from all participants and make these signed document(s) available upon the School Board's written request.

2. TERM OF AGREEMENT
The Contractor shall commence performance of the Agreement on the ____day of _____, 20__, and shall complete performance to the satisfaction of the School Board no later than the ____ day of _____, 20____. The Agreement shall be effective upon execution. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

3. COMPENSATION
The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed $_____, which shall constitute the amount due under this Agreement. Agreements exceeding $50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550. Procurement Authority to enter into this Agreement shall be _____.

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

☐ one lump sum payment in the amount of $_____ upon completion of services or on _____

☐ _____ partial payments in the amount of $_____ after/before each _____

☐ Please see payment schedule hereto attached and incorporated into this Agreement.

5. CONFIDENTIALITY OF STUDENT RECORDS
Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. Contractor shall regard all student information as confidential and will not disclose the student information to any third party. All School Board Data received shall remain in the Continental United States. Contractor shall supply the School Board with proof of SOC II compliance and the ability to test the security parameters of the tenant configuration in which School Board data shall be stored. Upon a written request from the School Board, Contractor shall provide an attestation of independent third-party audit conducted based on an industry recognized framework such as the NIST Cybersecurity Framework (CSF), NIST SP 800-53, ISO 27001, or evidence of a comprehensive internal and external penetration test once per calendar year.

6. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")
This provision is applicable if this Agreement includes web-based programming for educational purposes. With respect to the Children's Online Privacy Protection Act ("COPPA"), 15 U,.S.C. 6501-6505, and its implementing regulations (16 C.F.R. 312, et seq.), the Parties acknowledge that COPPA permits School Board, acting in the role of "parent," to provide required consents regarding personal information of students who are under the age of 13, where such consent is limited to the collection of personal information from students for the educational use and benefit of School Board, and does not extend to any commercial purpose. The Parties acknowledge that the Contractor, an "operator" under COPPA, relies on this form of consent for such School Board users under this Agreement. The Contractor shall provide School Board all notices required under COPPA, as applicable to ensure that School Board, in providing its COPPA consent, has full information and assurance that the Contractor's practices comply with COPPA.

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

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

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

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

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

12. COMPLIANCE WITH SCHOOL CODE
Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

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

14. FORCE MAJEURE
If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Contractor is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Contractor would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

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

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

16. NO GRATUITY POLICY
It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

17. COMPLIANCE WITH BOARD POLICIES
I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Cone of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594). I certify to abide by all applicable School Board Policies which may be found at http://www.dadeschools.net/schoolboard/rules/ as amended from time to time.

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

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

20. DAVIS-BACON ACT LABOR STANDARDS
The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

21. WRITTEN NOTICE DELIVERY

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

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

Contractor: _____
Contact's Name/Title: Attention: _____
Address: _____
_____
_____

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

The School Board of Miami-Dade County, Florida
Attn: Dr. Jose L. Dotres, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

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

And a copy to:

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

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

23. REGULATIONS & ORDINANCES
The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Contractor shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201).Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37. As per Florida Statutes, as amended from time to time, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should Contractor utilize a subcontractor to perform services under this Agreement Contractor shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If Contractor fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system School Board shall terminate this Agreement immediately. In addition, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

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

25. CONFLICT OF INTEREST
Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

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

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

27. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.This section shall not apply to Contractor materials with current patent, copyright and/or trademarks.

28. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. According to Florida Public Records laws documents submitted by Contractor which constitute trade secrets as defined in Florida Statute 812.081 or proprietary confidential business information as set forth in Florida Statute 366.093, and which are stamped as confidential at the time of submission to School Board, are not subject to public access. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

29. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at www.neola.com/miamidade-fl Contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the Contractor, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies as listed below. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

30. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS

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

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

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

31. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

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

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

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue Florida Public Schools Contractor Badge, which shall be worn by the individual at all times while on School Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification Florida Public Schools Contractor badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening
requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

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

32. INSURANCE REQUIREMENTS

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

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

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

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

B. **General Liability Insurance**

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

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

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

C. **Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Professional Liability: If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $ 1,000,000 Each Claim/Annual Aggregate

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

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

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

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

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

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

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

EXHIBIT 16 – BID OPENING INSTRUCTIONS

RFP-22-007-TA
Cloud Disaster Recovery

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Date Thursday, March 2, 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 RFP.

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

Thursday, March 2, 2023 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

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

RFP
Exhibit B
Cloud Disaster Recovery Solution
Price Proposal

Instruction to Proposers:
The purpose of this document is to provide a standard format by which the Proposer submits its price proposal that can be compared across multiple proposals. The fully burdened not to exceed (NTE) hourly rate should be inclusive of direct labor cost, overhead, general and administrative (G&A), travel expenses, profit. The fully burdened not to exceed (NTE) labor rates shall be fixed for the duration of the contract. The hourly rate shall serve as the basis to negotiate the final Firm Fixed Price for the required, associated services to deliver a fully deployed solution.

The proposer shall provide the District a discount off the published list price for any Cloud Disaster Recovery solution, service and support. The discount shall be fixed for the duration of the contract.

The proposer shall provide three (4) separate price proposals:
1. Implementation Cost
2. Annual Ongoing Cost
3. Disaster Declaration Rate
4. Annual Managed Services

	Implementat
NOTE: The activities identified may be modified upon award.	
	Professional
Deliverable	**Phase 1: Prework**
1	a) Discovery b) Planning c) Design d) Gap Analysis e) Reset Priorities and Scope
Deliverable	**Phase 2: Base Implementation**
2	a) Install replication software b) Establish connectivity c) Configure Replication Server components at Production Site d) Configure, initiate and achieve replication synchronization from production to disaster recovery site
Deliverable	**Phase 3: Run Book Development**
3	a) Scripting b) Automation development c) Detailed training plan and user acceptance d) DR Exercise Planning, Execution and User Acceptance e) Lessons learned development f) Solution acceptance
Deliverable	**Phase 4: Post Implementation Support**
4	90 day post-production support
	Software, Compute, Storage, Netw
	Description
	Software License Costs
	Compute Costs
	Storage Costs
	Network Costs
	Cloud Hosting Subscription Costs
	Other First Year Costs (please describe)
	Grand Total

tion Cost

Services

Labor Classification(	No. of Hours	Fully Burdened Ra	Sub-Total
		$ -	

Labor Classification(	No. of Hours	Fully Burdened Ra	Sub-Total
		$ -	$ -

Labor Classification(	No. of Hours	Fully Burdened Ra	Sub-Total
		$ -	$ -

Labor Classification(	No. of Hours	Fully Burdened Ra	Sub-Total
		$ -	$ -

vork, Hosting (First Year Cost)

			Sub-Total
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

			$ -

Software, Compute, Storage, Network, Hosting (After First Year - Annual Ongoing				
	Description			
	Software License Costs			
	Compute Costs			
	Storage Costs			
	Network Costs			
	Cloud Hosting Subscription Costs			
	Other Annual Ongoing Costs (please describe)			
	Ongoing Grand Total			

Cost)
Sub-Total
$ -
$ -
$ -
$ -
$ -
$ -

$ -

Disaster Declaration Rate		
NOTE: The activities identified may be modified upon award.		
Potential Failover and Failback costs	**Full Disaster**	**1/4 Environment**
Coordinate failover	$ -	$ -
Execute Failover	$ -	$ -
Compute costs	$ -	$ -
Compute costs if longer than allowance (eg 30 days)	$ -	$ -
Storage costs	$ -	$ -
Incremental network costs	$ -	$ -
Incremental OS, database, or other software license costs	$ -	$ -
Application level verification and documentation of results	$ -	$ -
Failback costs	$ -	$ -
Post mortem	$ -	$ -
Grand Total	**$ -**	**$ -**

	Annual Manage
NOTE: The activities identified may be modified upon award.	
	Professional
	Ongoing Operational Support
	Maintenance a) Replication and orchestration software patches and upgrades b) Replication and orchestration software support escalation c) Hypervisor patches and upgrades, Guest OS patches and upgrades d) Replication group management **Detect, Respond, Resolve** a) Detect, respond and resolve replication failures b) Monitor and Manage replication appliance and storage c) Monitor and manage recovery location disk space d) Monitor hypervisor, Detect unprotected VMs and resolve e) Monitor ability to meet business objectives (eg RPO and RTO) **Reporting** a) Overall health in meeting business objecives b) Longitudinal record of configuration changes c) Results of exercises, Results of failovers e) Highlight risks (eg unprotected VMs) **Change Management** a) Communicate Add/Delete/Change, Unprotected VMs b) Update DR Plans and Runbooks in Software **Perform two (2) Non-Destructive DR exercises each year** a) Plan and support two (2) non-destructive DR exercises each year **Support during actual DR event** a) Dedicated support during a DR event.
	Grand Total

ed Services

Services

Labor Classification(	No. of Hours	Fully Burdened Ra	Sub-Total
		$ -	$ -
			$ -