



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

SEALED BID NO: RFP-16-044-MT

TITLE: In-School Nursing (RN and LPN) and Respiratory Therapist Services

DESCRIPTION: The purpose of this Request for Proposal (RFP) is to select a vendor to provide Registered Nursing, Licensed Practical Nursing, and Respiratory Therapy services for the education of students with disabilities for whom such services have been identified as necessary to access education.

TERMS: Two year (Initial Term) with three, one-year options-to-renew, and if needed, ninety days beyond the expiration of the renewal periods.

RFP RELEASE DATE: Tuesday, November 7, 2017

PRE-PROPOSAL CONFERENCE DATE/TIME: Tuesday, November 14, 2017, at 10 a.m. EST

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

DEADLINE FOR QUESTIONS: Tuesday, November 14, 2017 at 5 p.m. EST

PROPOSAL DUE DATE/TIME: Thursday, December 14, 2017 at 2 p.m. EST

PUBLIC OPENING OF BIDS: Thursday, December 14, 2017, at 2 p.m. EST

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

FOR INFORMATION CONTACT: Melody Thelwell, MPA
Chief Procurement Officer
Procurement Management Services
Phone: (305) 995-1434
Fax: (305) 523-2383
Email: mthelwell@dadeschools.net

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

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SECTION 1.0 - RFP OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION/BACKGROUND

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

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

VISION

We provide a world class education for every student.

MISSION

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

CORE VALUES

Excellence

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

Equity

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

Student Focus

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

Innovation

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

Accountability

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

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

The purpose for this Request for Proposals (RFP) is to evaluate and select an agency(ies), which provides Registered Nursing (RN), Licensed Practical Nursing, and Respiratory Therapy services for the education of students with disabilities for whom such services have been identified as necessary to access education. The District may, at its sole discretion, select a primary and alternate agency to provide required nursing services.

The selected bidders will be awarded a two (2) year agreement, with three (3) one-year options to renew, and if needed ninety (90) days beyond the expiration of the renewal periods at the District's sole discretion.

1.3 RFP TIMETABLE

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

RFP available for distribution:	Tuesday, November 7, 2017
Pre-Proposal Conference date, time and place:	Tuesday, November 14, 2017 at 10 a.m. Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Tuesday, November 14, 2017 No later than 5:00 p.m. Local Time Emailed to Procurement Analyst (See Section 1.4)
Deadline for receipt of Bids:	Thursday, December 14, 2017, at 2 p.m. No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	February 2018
Projected Contract start date:	February 2018

1.4 CONTACT PERSON

The contact person for this RFP is:

Name and Title:	Melody Thelwell, MPA Chief Procurement Officer, Procurement Management Services
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	mthelwell@dadeschools.net
Telephone:	(305) 995-1434
Fax:	(305) 523-3366

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

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

1.5 CONE OF SILENCE

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

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

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

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

1.6 LOBBYING

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

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

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

1.7 RFP AVAILABILITY

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

1.8 TERM AND RENEWAL

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

1.9 PROPOSAL SUBMISSION

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

- **One (1) unbound original proposal with all attachments and original signatures.**
- **Eight (8) bound copies of the original proposal.**
- **Eight (8) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.**

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

**Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Melody Thelwell, MPA Chief Procurement Officer
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132**

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

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

1.10 PRE-BIDDERS CONFERENCE

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

1.11 ADDITIONAL INFORMATION/AMENDMENT

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

Email requests for additional information will be received by the Procurement Analyst at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of the Bidder's contact person, address, phone number, facsimile number, and RFP number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described in **Section 1.24**.

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

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Procurement Analyst prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 3**, page 44).

Bidders 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 Bidder List for this particular RFP. Such Bidders are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this RFP.

1.13 PERFORMANCE OR PAYMENT BONDS

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

1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBEs and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this RFP. **The Office of Economic Opportunity (OEO) must certify all SBE/MBEs, prior to contract award.** The application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

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

1.15 LOCAL PREFERENCE

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

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal

opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with School Board Policy **6320.04**.

PROCESS:

Invitation To Bids:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

Bidders claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of their business license with their response.

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

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION

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

Respondents who do not meet all the requirements for the 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.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered. Each bidder **MUST** submit Exhibit 9, Proposal Submittal Receipt Form, which provides documentation of the submittal date and time.

1.18 RFP POSTPONEMENT/CANCELLATION

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

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

1.19 COSTS INCURRED BY PROPOSERS

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

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

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

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

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
Exhibit 9	SPED Student Data by School
Exhibit 10	Proposal Submittal Receipt Form

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

1.21 AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (RFP Process) (see Section 7 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.

1.22 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Proposer/Vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a 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 (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted Proposer list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 5) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.23 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

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

1.24 EVALUATION/SELECTION PROCESS

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

1.25 PROTEST TO CONTRACT SOLICITATION OR AWARD

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

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

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

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

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

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

1.26.1 NOTICE OF AWARDS

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

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

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

1.27 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School

Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

1.28 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

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

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

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

1.29 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, Florida.

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 Statutes and School Board policies.

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

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

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 Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Proposer/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 was 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 grounds for immediate termination of this Agreement by the Board.

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

1.30 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.

1.31 CONFLICT OF INTEREST

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

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

1.32 PUBLIC RECORDS LAW

The awarded Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The awarded Contractor shall keep and maintain public records required by the School Board to perform the service. The awarded Contractor shall keep records to show its compliance with program requirements. Awarded 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 awarded 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. The awarded 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 awarded Contractor does not transfer the records to the public agency. The awarded 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). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the awarded Contractor or keep and maintain public records required by the School Board to perform the service. If the awarded Contractor transfers all public records to the School Board upon completion of the contract, the awarded Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Contractor keeps and maintains public records upon completion of the contract, the awarded 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 AWARDED 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.

1.33 ASSIGNMENT

This Contract 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 Miami-Dade County Public Schools. If proposer attempts to make such an assignment, such attempt shall constitute a condition of default.

1.34 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause upon a minimum sixty (60) days' notice to Proposer, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Proposer upon receipt of an invoice from Proposer otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Proposer, pro-rated on a percentage completion basis based on Proposer's reconciliation of labor actually expended compared to labor originally estimated by Proposer in constructing its proposal.

1.35 DEBARMENT

Pursuant to Board Policy 6320, 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.

1.36 PURCHASES BY OTHER PUBLIC AGENCIES

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

1.37 NO GRATIUTY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of their staffs, or families.

1.38 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).

1.39 INDEMNIFICATION

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

1.40 DUTY TO DEFEND

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 Proposer's performance under this Contract.

1.41 INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Proposer shall obtain and maintain without interruption the insurance as outlined below. The Proposer agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as additional insured, 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: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 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:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10.

C. Automobile Liability Insurance

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

D. Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Company 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:

\$ 3,000,000 Each Claim/Annual Aggregate

The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed \$25,000 per claim.

E. Employee Dishonesty (Fidelity)

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial Crime Coverage Form (ISO CR 00 21) without restrictive endorsements or on a form acceptable to the Board and shall cover Company and Board against loss caused by the dishonesty of employees of Company in connection with the Contract. Coverage will include Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud. The minimum limits shall be:

\$10,000,000 Each Occurrence

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.

Compliance with these insurance requirements shall not limit the liability of the Company. 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 Company) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance and Professional Liability Insurance.

1.42 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

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

1.43 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

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

1.44 CHARTER SCHOOLS

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

1.45 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 *Commercial Anti-Discrimination, Diversity, and Inclusion*. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-

Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

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

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#!community-internships/c7pc> or email us at internships@dadeschools.net. 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.

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SECTION 2.0 - 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 RFP may result in deductions in the allocation of points by the Selection Committee.

2.1 GENERAL INFORMATION

M-DCPS is seeking services from an agency(ies) that will provide Registered Nursing (RN), Licensed Practical Nursing (LPN), and Respiratory Therapy (RT) services for students with disabilities for whom such services have been identified as necessary to access education. The District may, at its sole discretion, select a primary and alternate agency to provide the required services.

The selected Proposer(s) will be awarded a two (2) year agreement, with three (3) one-year options to renew, and if needed ninety (90) days beyond the expiration of the renewal periods at the District's sole discretion.

2.2 SCOPE OF SERVICES

The purpose for this Request for Proposals (RFP) is to select an agency(ies), which provides Registered Nursing (RN), Licensed Practical Nursing (LPN), and Respiratory Therapy (RT) services for students with disabilities for whom such services have been identified as necessary to access education.

The agreement between the successful Proposer and the Board will be non-exclusive.

2.2.1 DESCRIPTION OF PROGRAM

The district provides in-house services (RN, LPN, and RT) to those students with disabilities for whom it has been determined that these services are necessary in order to access and benefit from a school-based educational program. These services are typically provided during regular school hours.

The estimated number of hours of service needed ~~from July 1, 2017 through June 30, 2019,~~ are:

RN services - approximately 5,000 hours per month;
LPN services – approximately 22,000 hours per month; and
RT Services – approximately 800 hours per month.

ESE Student Data by School is included as Exhibit 9 (page 52).

The Department of Exceptional Student Education has determined a need to contract with an agency(ies) which employs RNs, LPNs, and RTs who are authorized/licensed for their specific professional discipline and are able to provide services to students with disabilities ages three through twenty-two.

The required services (RN, LPN, and RT) are needed at approximately 230 schools, some of which have a large number of students with disabilities. In-school nursing and respiratory therapy services are provided to students with disabilities who's Individual Educational Plans (IEPs) or Section 504 Accommodation Plan, indicate the need for such services, and for whom a physicians' referral has been submitted, reviewed, and approved. The agency(ies) representative (RN, LPN, and RT) is also required to be a "first responder" for emergencies at the school site.

Students eligible for special education programs (i.e. orthopedically impaired, intellectual disabilities, autism spectrum disorder) may have a range of diagnosed medical conditions. That is also the case for students with a Section 504 Accommodation Plan who have a physical or mental impairment that substantially limits one or more major life activities (i.e. self-care, breathing, learning, and thinking).

In-school nursing and respiratory therapy services include, but are not limited to, the following: Nebulizer, Intermittent Positive Pressure Breathing (IPPB), suction, heat aerosol, chest physiotherapy (CPT), oxygen, tracheotomy care, catheterization, gastric tube feeding, seizure precautions, brace application, dressing changes, and medication administration (i.e. intramuscular, rectal, G-tube).

The agency(ies) selected to provide the services must be able to provide qualified RNs, LPNs, and RTs in sufficient numbers to accommodate the service hour needs of the school district as well as a minimum of five (5) Clinical Supervisors.

At a minimum, Clinical Supervisors shall:

Daily - review updated nursing orders and provide ongoing support for the delivery of nursing and respiratory therapy services.

Weekly - review the medical documentation and nursing notes for quality assurance.

Monthly - visit all schools and consult with school site administrator/designee to ensure medical updates are reviewed, nurses and RTs are engaged in appropriate activities throughout the day, communication with parents is ongoing, follow-up on any upcoming field trips, and provide feedback for Individual Educational Plan (IEP) and Section 504 team meetings.

Agency(ies) employees must wear a School Board issued photo identification badge, at all times, while on School Board property. Contractor agrees to bear any and all costs associated with acquiring the mandatory background screening, including any costs associated with fingerprinting and obtaining the required photo identification badges.

Priority consideration will be given to agencies that provide evidence of current or previous successful partnerships with school districts comprised of children ages 3-22. The agency must include the name of the school district's liaison as a reference.

Any Proposer who may have invoiced the School Board for work not actually performed, or who may have charged amounts materially in excess of the contract unit price, may be determined to be ineligible for award.

2.2.2 REQUIRED SERVICE DELIVERY MODELS

The awarded agency(ies) is required to implement the following service delivery models:

- a. Constant Monitoring/Continuous Supervision Model
- b. Cluster Model
- c. Prescribed Time Model

The Department of Exceptional Student Education is responsible for approving the required medical services, the delivery service model to be provided, and the provider type (RN, LPN, RT) needed for each student. Some students may only require the Prescribed Time Model for in-school nursing services. For others, in-school nursing services may be provided by the Cluster Model (i.e., one RN, LPN, or RT for several students at the same school site). Other students may require in-house nursing services with the availability of an RN, LPN, or RT on-site for the Constant Monitoring/Continuous Supervision Model during regular school hours.

Upon receipt of an approval email from the Department of Exceptional Student Education, agency staff members will serve in a liaison role to ensure coordination among the agency(ies), the Department of Exceptional Student Education, schools, parents, and physicians regarding initiation and maintenance of the services needed. The agency must maintain documentation on all services rendered, including:

- (1) the name(s) of the Department of Exceptional Student Education representative providing the referral,
- (2) the date of the referral,
- (3) the name(s) of the student(s) for which services are being requested,
- (4) a description of the services requested and the hour(s) of services requested,
- (5) a Service Log that contains the name(s) of the RN(s) , LPN(s) and RT(s) rendering the services,
- (6) a description of the services rendered,
- (7) the hour(s) of services rendered,
- (8) student attendance records verifying that the student was in attendance at school during the time that the services were rendered,
- (9) sign-in sheets at the school site for nursing personnel to document dates, times, locations, and description of services provided to specific students. and provide accordingly with invoices for services rendered.

The Administrative Director and other designated personnel from the Department of Exceptional Student Education have the responsibility for maintaining effective coordination between the school district and the agency, relative to the provisions of the contractual agreement for In-School Nursing Services (RN LPN, and RT). An orientation meeting will be conducted with staff from the Department of Exceptional Student Education and agency liaisons prior to the initiation of contracted services. At this meeting, a determination will be made as to the assignment of

RNs, LPNs, or RTs to be used for the provision of services during the contract period.

The District will not pay for services when the target student is absent. RNs, LPNs and RTs are to maintain open communication with parents and the school site regarding student attendance to avoid reporting to assigned location when student is absent. The District will not pay for duty free lunch period. RNs, LPNs and RTs must be available throughout the school day in the event of an emergency. RNs, LPNs and RTs are to maximize the use of their time beyond direct student services by completing nursing notes, communicating with parent/staff/supervisors, and planning and preparing for upcoming services.

As part of the contract, the Proposer is required to:

- (1) provide the agency's procedures for communication and collaboration regarding student treatment status between school staff, parent, health-care providers, and district liaison;
- (2) provide the agency's procedures for the provision of services during approved field trips;
- (3) provide the procedure used to validate the RNs', LPNs', and RTs' billable hours prior to invoicing;
- (4) describe the agency's plan to provide training to school staff on the signs/symptoms of various medical conditions of the student population; and
- (5) provide a transition plan that includes the actions the agency will take during the first 30 days, 90 days, and 180 days of the contract period.

Payment for services will be made in monthly installments by the Department of Exceptional Student Education upon receipt of a properly documented invoice (per school) and approved Service Log. **All back up documentation of services rendered and all financial records pertinent to the provision of RN, LPN, and RT services shall be maintained in the office of the agency for a period of five years and shall be made available to the School Board and its designee for audit purposes.**

The District will seek Medicaid reimbursement under the Medicaid Certified School Match Program for Fee-For-Service for the direct nursing and therapy services provided by the agency. Contracted agency employees will be required to complete the M-DCPS Medicaid reimbursement paperwork to document their services. Documentation of the satisfactory completion of the required M-DCPS Medicaid reimbursement paperwork by contracted agency employees will be required each month prior to the agency receiving payment for services provided. Additionally, the contracted employees will participate in the quarterly rosters under the School District Administrative Claiming Program.

2.3 REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

- A. The agency submitting the proposal must possess the following minimum qualifications to be considered for the provision of RN, LPN, and RT services:
1. Agency for Healthcare Administration (AHCA) State of Florida License (Healthcare Service Pool License or Home Health Agency).
 2. At least five (5) years of experience providing RN, LPN, and RT services with a pediatric population.
 3. Proof of experience and knowledge of the Florida Medicaid policies and procedures.
 4. Bilingual capability in one or more of the following areas: English/Spanish, English/Haitian Creole, English/French.
 5. Evidence that the Proposer currently employs adequate staffing to cover the schools in the entire District requiring services (approximately 230 schools/800 students).
- B. The agency must submit the information listed below (including information, when applicable, on all RNs, LPN, and RT to provide services under the agency's auspices), as well as other information specified elsewhere in this RFP **(please include required documentation listed in Items 1 and 2 in this section in CD format. Hard copies are not required)**.
1. Evidence of the agency's licensure/certification to practice RN, LPN, and RT services in the State of Florida.
 2. A copy of each RN's, LPN's and RT's license/certificate and CPR card.
 3. At least two professional references for each RN, LPN, and RT. Documentation of experience in providing RN, LPN, and RT services, including a minimum of 6-months pediatric experience for each such professional to be provided by the agency (a resume may be submitted to document the required experience). In addition, submit documentation to confirm that the agency has checked references related to experience. Provide documentation of AHCA Level 2 Background screening for all nurses.
 4. Provide resume and experience for five (5) Clinical Supervisors. Clinical Supervisors must be registered nurses with more than one year of supervisory experience; possess pediatric experience; and experience working with Medicaid.
 5. Provide policy or procedure to ensure nurses have the corresponding and updated skills to address the medical needs of the student population. Provide a continuous education plan for RNs, LPNs, and RTs.
 6. Provide the competency test to be used for diabetic care, seizures, allergic reactions, asthma/RAD, enteral feedings and responding to an emergency.

7. Documentation of bilingual capability in one or more of the following areas:
English/Spanish, English/Haitian Creole, English/French.
- C. The agency(ies) must identify a liaison to coordinate service delivery that has experience with Medicaid billing. A description of this staff member's qualifications and experience shall be submitted with the proposal.

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SECTION 3.0 - PRICE PROPOSAL

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

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.

Provide itemized detail for each fee in the spreadsheet below. This overall amount will be totaled and used in a calculation to assign the allocable points to the Pricing Section of the response.

The fees quoted are to include all travel and living expenses for the solution proposed. The Total Fees proposed will be firm and fixed for the life of the contract, a period of two (2) years, with three (3) one-year contract extensions and if needed, 90 days beyond the expiration of the renewal periods.

The proposer may provide nursing services pricing to one and/or all school locations, noted in Exhibit 9.

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

Proposer/Firm Name	Service Provided – RN, LPN and/or RT	List of Schools to Provide Services	Hourly Fee/Cost Per Participant

The Proposer shall offer all of the elements of this RFP and meeting all service requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

All chargeable services shall be included in the proposed total price including all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as but not limited to travel, lodging and meals associated with delivery of the services contemplated by this RFP shall also be included in the total price.

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.

For this Section 3.0 - Price Proposal:

Signature of Proposer’s Authorized Representative

Title

Printed Name:

Date:

SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

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

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

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

Exhibit 1 found in Section 7 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) Table of Contents

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

3) Executive Summary

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

4) Scope of Work

Provide a response to all of the items listed in **Section 2.0** 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 2.0** 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.

5) Qualifications of the Proposer 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, please provide three (3) references whereby your company has successfully provided services requested within this RFP.

6) Price Proposal

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

7) Small Business Enterprise/MBE or W/MBE participation

As stated in Section 1.14 of the RFP, the District has a strong commitment to SBE or M/WBE participation. As such, all Proposers who have obtained the SBE certification and verified by the OEO office, may be eligible for 5 points. Evidence of SBE certification must be submitted with the Proposal.

8) Required Forms & Attachments

The Proposer must complete, sign and submit the following forms available in **Section 7.0** as part of the Proposal. If awarded a contract, the Proposer will be asked to submit a Proposer registration packet that will include all of the forms listed in **Section 7.0**.

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
Exhibit 9	SPED Student Data by School
Exhibit 10	Proposal Submittal Receipt Form

9) Proposed Agreement (Sample Contract)

By submitting a proposal, the Proposer agrees to be bound by and to execute the Sample Agreement proposed in **Section 6.0** of this RFP.

4.2. PROPOSAL PREPARATION REQUIREMENT

- (1) All RFP Proposers must submit one (1) unbound, one-sided original and eight (8) bound copies of the complete proposal, eight (8) electronic versions on CD or memory stick. **See Section 1.9.**

- (2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers that clearly identify the proposal subject, due date and Proposer's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Proposers shall include their complete name, return address, and telephone number on the left upper side of mailing label. The RFP title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as specified below:

4.3 PROPOSAL LABELING REQUIREMENTS

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

SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Proposer's Name: Proposer's Address: Proposer's Telephone Number:	<u>BID BOX</u> Miami-Dade County Public Schools Procurement Management Services Attn Melody Thelwell, MPA Chief Procurement Officer, Procurement Management Services School Board Administration Building 1450 NE 2 nd Avenue, Suite 650 Miami, FL 33132
RFP No.: RFP-16-044-MT RFP Title: Nursing Services Proposal Due Date: Thursday, December 14, 2017 by 2 p.m. EST (local time)	

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 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:

procurement.dadeschools.net

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

5.2 EVALUATION CRITERIA

The Selection 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). A Proposer may receive all or a portion of this amount depending on the merit of the proposal absolutely and in relation to the competing proposals as determined by the Selection Committee.

The following criteria will be evaluated when ranking the proposals:

Criteria for Evaluation	Available Points
Technical Qualifications (See description at Section 2.0)	30
Price Considerations (See description at Section 3.0)	45
Proposer Qualifications including Corporate Past Performance & Key Personnel (See description at Section 4.0 # 5.)	20
Small Business Enterprise/MBE participation	5
Total Points	100

5.3 NEGOTIATIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSALS

The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, all as determined and appointed by the Superintendent, may conduct negotiations with:

- (i) responsible Proposers determined to be in the competitive range;
 - (ii) the highest ranked Proposer when the Selection Committee established a competitive range and has completed its final evaluation of proposals;
 - (iii) the highest ranked Proposer when the Selection Committee determines not to establish a competitive range; or
 - (iv) 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.
- b) *Best and Final Offers.* When in the best interest of the District, the Selection Committee may request, through the Buyer, the submission of best and final offers from all Proposers remaining in the competitive range. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be submitted only once and shall be evaluated by the Selection Committee; provided, however, the Selection Committee, through the Buyer, may make a written determination that it is in the District's best interest to conduct additional negotiations with more than one Proposer or change the District's requirements and require another submission of best and final offers which shall be evaluated by the Selection Committee.
- c) *Completion of Negotiations.* When the Selection Committee has established a competitive range, and when the Selection Committee has completed its final evaluation of proposals, with or without best and final offers, the Selection Committee may continue, and attempt to complete, negotiations with the highest ranked Proposer. The Selection Committee through the Buyer will make recommendation of award to the School Board or its committees.

5.4 PRICE

A completed price proposal under this RFP must be submitted by Proposers at the time of proposal submission with each proposal package. See **Section 3.0 – PRICE PROPOSAL**

5.5 ORAL PRESENTATIONS, NEGOTIATIONS AND PRODUCT DEMONSTRATIONS/SITE VISITS

- (a) The firms in the competitive range may be invited to individually make oral presentations of their proposal and participate in negotiations.
- (b) Oral presentations will consist of an overview of the submitted proposal of each of the Proposers in the competitive range, and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations. Product/service demonstrations and/or site visits may also be requested, and scheduled, at any time by the Selection Committee, through the Procurement Analyst, of firms remaining in the competitive range.

5.6 GOVERNMENT IN THE SUNSHINE LAW

All oral presentations, negotiations and product demonstrations under this RFP process shall be conducted openly in accordance with the “Government in the Sunshine Law,” Section 286.011, Florida Statutes, as amended.

5.7 AWARD

Contract award shall be made to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Section 5.2, above. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted through the Buyer to the School Board.

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

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**SECTION 6.0 – SAMPLE AGREEMENT
TO BE EXECUTED WITH AWARDED PROPOSER
PURSUANT TO THE DISTRICT, IN ITS SOLE DISCRETION, SHOULD RE-SERVICE ITS
RIGHT TO INSERT ADDITIONAL PROVISIONS, AS NEEDED**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida hereinafter referred to as _____ the _____ “School _____ Board,” and _____, (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:

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 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.

4. PAYMENT SCHEDULE

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

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

5. 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.

6. 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"), 34 C.F.R. §99 et. seq. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

7. 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.

8. GOVERNING LAW; VENUE

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. All parties shall be responsible for their own attorneys' fees.

9. 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 remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this

Agreement. The provisions of this Section are intended to require the 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.

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. 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.

12. 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.

13. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 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).

14. CLEAN AIR ACT

Contractors awarded contracts in excess of \$100,000 must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act ([42 U.S.C. 1857\(h\)](#)), section 508 of the Clean Water Act ([33 U.S.C. 1368](#)), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part [15](#)).

15. ACCESS TO RECORDS/FLORIDA’S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s Public Records Laws and laws relating to records retention. The Contractor shall keep 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. 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). Exempt or confidential information should not be disclosed unless authorized by law. Contractor shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Contractor must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board’s operating system.

16. 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.

17. BACKGROUND SCREENING REQUIREMENTS

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

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

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

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will

issue a photo identification badge, which shall be worn by the individual at all times while on School Board property when students are present.

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

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

18. 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.

19. 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.

20. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

21. 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.

22. DEBARMENT

Pursuant to School 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.

23. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

24. 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”).

25. 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 all bidders, proposers, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, proposer, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the School Board 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
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26. 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 Title with Firm	Name of M-DCPS Committee, Task Force, Association Served

27. 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.

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

Contractor/Vendor: _____

Contact's Name/Title):Attention: _____

Address: _____

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

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

With a copy to:

The School Board of Miami-Dade County, Florida

Department: _____

Department Director: Attention: _____

Address: _____

28. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as may be required by the School Board's Office of Risk and Benefit Management, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverages. Upon request, "The School Board of Miami-Dade County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, Contractor shall be responsible for providing the School Board with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement.

<p style="text-align: center;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):</p> <p>_____ Date</p> <p>School Board Attorney - Signature</p> <p style="text-align: center;">SUBMITTED BY:</p> <p>_____ Date</p> <p>Charge Location Administrator Signature</p> <p>_____ Date</p> <p>Regional Superintendent/Division Head Signature (as applicable)</p> <p>_____ Date</p> <p>Office of Grants Administration Signature (if applicable)</p> <p>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).</p> <p>_____ Date</p> <p>Risk Management Signature</p>	<p style="text-align: center;">THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <p>_____ (Name Typed)</p> <p>Date: _____</p> <p style="text-align: center;">VENDOR/CONTRACTOR</p> <p>BY: _____ Signature</p> <p>Name: _____ (Name Typed) (Title) (Date)</p> <p>Address: _____ _____</p> <p>Social Security No. (if individual) _____ F.E.I.N. (If organization) _____ School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/> M-DCPS Employee No. _____</p>
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SECTION 7.0 – ATTACHMENTS

- 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
- Exhibit 9 SPED Student Data by School
- Exhibit 10 Proposal Submittal Receipt Form

EXHIBIT 1

Cover Page For Proposal

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

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.

For the sole purpose of said Oral Presentations including negotiations under this RFP process, the listed individuals shall not be required to pay any lobbyist registration fees.

Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to the oral presentation, to the M-DCPS Procurement Analyst of another fully executed affidavit (this Exhibit 2).

Unless he or she has been listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee on County Commissioners and has paid all applicable fees as a registered lobbyist.

Other than for the purposes of this RFP process, individuals who wish to address the School Board or a committee or subcommittee concerning any action, decision or recommendation of District personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist.

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
ACKNOWLEDGMENT OF AMENDMENTS**

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

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

Addendum #1, Dated _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

Addendum #4, Dated _____, 20__

Addendum #5, Dated _____, 20__

Addendum #6, Dated _____, 20__

Addendum #7, Dated _____, 20__

Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

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

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
 NOTARY SEAL

 PRINTED NAME OF AFFIANT

 SIGNATURE OF AFFIANT DATE

 TITLE

 COMPANY NAME

FM-7138 Rev. (03-13)

**Exhibit 5
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

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

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

Bid or Contract No. _____

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

STATE OF _____
COUNTY OF _____

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

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

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

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

Affiant's Signature

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 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 Bidder and the client.

Prime Bidder:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

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

Additional information (attach pages as necessary):

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

**Exhibit 7
ANTI-COLLUSION STATEMENT**

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

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

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

Type of Business Organization and Authority of Signatory:

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

LEGAL NAME OF AGENCY OR

BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Exhibit 8

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

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

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

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

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

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

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

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

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

Exhibit 9

ESE STUDENT DATA BY SCHOOL

LOC	SCHOOL NAME	# of Students
0041	AIR BASE K-8	3
0071	EUGENIA B. THOMAS K-8 CENTER	4
0091	BOB GRAHAM EDUCATION CENTER	4
0092	NORMAN S. EDELCUP/SUNNY ISLES BEACH K-8	2
0101	ARCOLA LAKE ES	3
0121	AUBURNDALE ES	8
0122	DR. ROLANDO ESPINOSA K-8 CENTER	4
0125	NORMA BUTLER BOSSARD ES	2
0161	AVOCADO ES	2
0231	AVENTURA WATERWAYS K-8 CENTER	2
0231	AVENTURA WATERWAYS K-8 CENTER (ANNEX)	2
0241	RUTH K BROAD/BAY HARBOR K-8 CENTER	2
0251	ETHEL KOGER BECKHAM ES	2
0271	BENT TREE ES	1
0321	BISCAYNE ES	2
0361	BISCAYNE GARDENS ES	5
0401	VAN E. BLANTON ES	2
0441	BLUE LAKES K-8	4
0451	BOWMAN ASHE/DOOLIN K-8 ACADEMY	3
0461	BRENTWOOD ES	1
0481	JAMES H. BRIGHT/J.W. JOHNSON ES	3
0641	BUNCHE PARK ES	6
0651	CAMPBELL DRIVE K-8 CENTER	1
0671	CALUSA ES	2
0761	FIENBERG/FISHER K-8 CENTER	2
0801	CITRUS GROVE ES	1
0831	CLAUDE PEPPER ES	2
0921	NEVA KING COOPER EDUCATIONAL CENTER	24
0961	CORAL GABLES PREPARATORY ACADEMY	2
0961	CORAL GABLES PREPARATORY ACADEMY (UPPER)	2
1001	CORAL PARK ES	6
1041	CORAL REEF ES	7
1081	CORAL TERRACE ES	1
1121	CORAL WAY K-8	2
1281	CYPRESS K-8 CENTER	1
1331	DEVON AIRE K-8 CENTER	2
1371	MARJORY STONEMAN DOUGLAS ES	1
1371	MARJORY STONEMAN DOUGLAS PLC	1
1481	JOHN G. DUPUIS ES	1
1521	AMELIA EARHART ES	11

1721	EVERGLADES K-8 CENTER	5
1801	FAIRLAWN ES	1
1811	DANTE B. FASCELL ES	1
1881	HENRY M. FLAGLER ES	1
1921	FLAMINGO ES	2
2001	FLORIDA CITY ES	3
2021	GLORIA FLOYD ES	1
2151	JACK D. GORDON ES	1
2181	JOELLA C. GOOD ES	3
2191	SPANISH LAKE ES	4
2261	GREENGLADE ES	1
2321	GULFSTREAM ES	9
2331	CHARLES R. HADLEY ES	1
2341	JOE HALL ES	1
2361	HIALEAH ES	3
2371	WEST HIALEAH GARDENS ES	3
2441	VIRGINIA A BOONE/HIGHLAND OAKS ES	4
2511	ZORA NEALE HURSTON ES	3
2521	OLIVER HOOVER ELEM	1
2641	KENDALE ES	1
2651	KENDALE LAKES ES	6
2661	KENSINGTON PARK ES	3
2701	KENWOOD K-8 CENTER	6
2741	KEY BISCAIYNE K-8 CENTER	5
2781	KINLOCH PARK ES	1
2881	LEEWOOD K-8 CENTER	3
2891	WILLIAM LEHMAN ES	2
2901	LEISURE CITY K-8 CENTER	2
2911	LINDA LENTIN K-8	3
3041	LORAH PARK ES	1
3061	LUDLAM ES	2
3101	FRANK C. MARTIN K-8 CENTER	1
3141	MEADOWLANE ES	1
3191	ADA MERRITT K-8 CENTER	1
3261	MIAMI HEIGHTS ES	3
3281	MIAMI LAKES K-8 CENTER	4
3381	MIAMI SPRINGS ES	3
3421	M.A. MILAM K-8 CENTER	3
3501	MORNINGSIDE K-8 ACADEMY	1
3781	BARBARA HAWKINS ES	1
3901	NORTH HIALEAH ES	3
3941	NORTH MIAMI ES	1
4001	NORWOOD ES	2
4011	DR. TONI BILBAO PREPARATORY ACADEMY	1

4021	OAK GROVE ES	1
4031	GATEWAY ENVIRONMENTAL K-8 LEARNING CENTER	3
4061	OJUS ES	1
4091	OLYMPIA HEIGHTS ES	2
4241	PALM LAKES ES	3
4261	PALM SPRINGS ES	1
4281	PALM SPRINGS NORTH ES	2
4381	DR. HENRY E. PERRINE ACADEMY OF THE ARTS	1
4391	IRVING & BEATRICE PESKOE K-8 CENTER	2
4421	PINECREST ES	3
4441	PINE LAKE ES	1
4501	POINCIANA PARK ES	5
4511	DR. GILBERT L. PORTER ES	1
4611	REDONDO ES	1
4681	RIVERSIDE ES	2
4691	JANE S. ROBERTS K-8 CENTER	4
4741	ROYAL GREEN ES	4
4761	ROYAL PALM ES	1
4801	GERTRUDE EDELMAN/SABAL PALM ES	1
4841	SANTA CLARA ES	1
4921	SEMINOLE ES	1
5003	SOUTH DADE MIDDLE - GRADES 4-8	3
5005	DAVID LAWRENCE JR. K-8 CENTER	2
5021	BEN SHEPPARD ES	3
5051	ERNEST R GRAHAM K-8 CENTER	5
5061	DR. CARLOS J. FINLAY ES	2
5101	JOHN I. SMITH K-8 CENTER	1
5121	SNAPPER CREEK ES	2
5201	SOUTH HIALEAH ES	1
5241	SOUTH MIAMI K-8 CENTER	3
5281	SOUTH MIAMI HEIGHTS ES	1
5361	SPRINGVIEW ES	1
5401	SUNSET ES	4
5421	SUNSET PARK ES	1
5431	SWEETWATER ES	1
5441	SYLVANIA HEIGHTS ES	2
5481	TREASURE ISLAND ES	1
5521	TROPICAL ES	8
5671	VINELAND K-8 CENTER	3
5711	MAE M. WALTERS ES	2
5791	WEST HOMESTEAD K-8	1
5861	DR. HENRY W. MACK/WEST LITTLE RIVER K-8 CENTER	1
5961	WINSTON PARK K-8 CENTER	1
5971	NATHAN B. YOUNG ES	2

5981	DR. EDWARD L. WHIGHAM ES	3
6021	ARVIDA MS	5
6051	CAROL CITY MS	1
6052	MIAMI ARTS STUDIO 6-12 AT ZELDA GLAZER	3
6091	CITRUS GROVE MS	3
6111	CUTLER BAY MS	3
6171	HENRY H. FILER MS	1
6211	GLADES MS	2
6221	HAMMOCKS MS	1
6231	HIALEAH MS	8
6241	HIGHLAND OAKS MS	1
6251	HOMESTEAD MS	3
6281	THOMAS JEFFERSON MS	2
6301	JOHN F. KENNEDY MS	3
6331	KINLOCH PARK MS	1
6351	LAKE STEVENS MS	1
6441	HOWARD D. MCMILLAN MS	6
6501	MIAMI LAKES MS	2
6521	MIAMI SPRINGS MS	4
6541	NAUTILUS MS	1
6571	NORLAND MS	3
6611	COUNTRY CLUB MIDDLE SCHOOL	1
6631	NORTH MIAMI MS	1
6681	PALM SPRINGS MS	5
6701	PALMETTO MS	4
6741	PONCE DE LEON MS	2
6751	HIALEAH GARDENS MS	4
6761	REDLAND MS	2
6771	JORGE MAS CANOSA MS	4
6781	RICHMOND HEIGHTS MS	1
6801	RIVIERA MS	6
6821	ROCKWAY MS	3
6841	SHENANDOAH MS	3
6861	SOUTHWOOD MS	2
6881	SOUTH MIAMI MS	3
6901	W.R. THOMAS MS	6
6921	LAMAR LOUISE CURRY MS	1
7011	AMERICAN SHS	2
7029	TERRA ENVIRONMENTAL RESEARCH INSTITUTE	6
7031	MAST @ FIU BISCAYNE BAY CAMPUS	1
7033	LAW ENFORCEMENT OFFICERS MEMORIAL HIGH SCHOOL	1
7048	ALONZO AND TRACY MOURNING SENIOR HIGH BISCAYNE BAY	1
7049	WESTLAND HIALEAH SHS	4

7051	G. HOLMES BRADDOCK SHS	11
7071	CORAL GABLES SHS	1
7101	CORAL REEF SHS	2
7111	HIALEAH SHS	6
7121	JOHN A. FERGUSON SHS	5
7131	HIALEAH-MIAMI LAKES SHS	3
7141	DR. MICHAEL M. KROP SHS	5
7151	HOMESTEAD SHS	4
7161	MARITIME & SCIENCE TECHNOLOGY ACADEMY	1
7171	MEDICAL ACADEMY FOR SCIENCE AND TECHNOLOGY	2
7191	HIALEAH GARDENS SHS	8
7231	MIAMI CAROL CITY SHS	4
7241	RONALD W. REAGAN/DORAL SHS	2
7251	MIAMI CENTRAL SHS	5
7271	MIAMI CORAL PARK SHS	4
7291	JOSE MARTI MAST 6-12 ACADEMY	1
7301	MIAMI EDISON SHS	2
7341	MIAMI JACKSON SHS	1
7361	MIAMI KILLIAN SHS	4
7371	ROBERT MORGAN SHS	2
7381	MIAMI NORLAND SHS	5
7391	MIAMI LAKES ED CTR	2
7411	MIAMI NORTHWESTERN SHS	4
7431	MIAMI PALMETTO SHS	3
7461	MIAMI SHS	5
7531	MIAMI SUNSET SHS	2
7541	NORTH MIAMI BEACH SHS	1
7581	IPREPARATORY ACADEMY	1
7591	NORTH MIAMI SHS	3
7601	WILLIAM H TURNER HS	1
7701	SOUTH DADE SHS	3
7721	SOUTH MIAMI SHS	6
7731	MIAMI SOUTHRIDGE SHS	2
7741	SOUTHWEST MIAMI SHS	8
7751	BARBARA GOLEMAN SHS	5
7781	FELIX VARELA SHS	9
8151	ROBERT RENICK EDUCATIONAL CENTER	4
8181	RUTH OWENS KRUSE EDUCATIONAL CENTER	5
9732	BRUCIE BALL EDUCATIONAL CENTER	15
	TOTAL STUDENTS	613

**EXHIBIT 10
PROPOSAL SUBMITTAL RECEIPT FORM**

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package.

ITB Name and Number:	RFP16-044-MT, Nursing and Respiratory Therapist Services
ITB Due Date:	Thursday, December 14, 2017
Bidder Name and Address:	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	