REQUEST FOR PROPOSALS

STATE LEGISLATIVE CONSULTANT

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

PROPOSAL RETURN DATE

NOVEMBER 4, 2008

RFP NO. 016-JJ10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
REQUEST FOR PROPOSALS NO. 016-JJ10

STATE LEGISLATIVE CONSULTANT

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) November 4, 2008, and may not be withdrawn for one hundred twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

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

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
APPRAISER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER:_____

BY: SIGNATURE_____

BY: TYPED_____

TITLE: _____

INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

I. PREPARING OF PROPOSALS

A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.

B. IDENTIFICATION. Failure to indicate the appraiser's EXACT legal name and an unsigned proposal may be considered non-responsive.

II. SUBMITTING OF PROPOSALS

A. Number of Proposals:

A total of eleven (11) copies, of the Proposal must be submitted as follows:

* The original proposal in a sealed envelope or box marked "Original."

** Ten (10) copies of the proposal in a separate sealed envelope or box marked "Copies".

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. (Local Time) November 4, 2008.

III. CHANGE OR WITHDRAWAL OF PROPOSAL

A. PRIOR TO PROPOSAL OPENING. Should the agency or individual appraiser withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to November 4, 2008. The agency or individual appraiser's name and the proposal number should appear on the envelope.

B. AFTER PROPOSAL OPENING. After November 4, 2008, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV. PROTEST TO CONTRACT SOLICITATION OR AWARD

A. 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

B. 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.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. 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.

D. 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 if 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 Rule 6Gx13-8C-1064.

V. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids.

B. NOTIFICATION OF INTENDED ACTION. Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon Board action.

D. CHARTER SCHOOLS: Items awarded under this contract shall be made available to charter schools authorized by the School Board.

VI. 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. Stat., and School Board Rule 6Gx13-8C-1.064.

VII. PUBLIC ENTITY CRIMES

Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public 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 for a period of 36 months from the date of being placed on the convicted vendor list.

VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the proposal that the vendor and its 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 the Assistant Superintendent, 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 grantee (The Board) or sub-grantee 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.

IX. CONE OF SILENCE

BOARD RULE 6GX13-8C-1.212

DEFINITION**:**

A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and

2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes 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.

B. A Cone of Silence shall be applicable to each RFP, 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 in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. 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.

D. Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

1. Making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
2. Engaging in contract negotiations during any duly noticed public meeting;

3. Making a public presentation to the School Board during any duly noticed public meeting; or

4. Communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.

F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

X. THE JESSICA LUNSFORD ACT BACKGROUNDSCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467,Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1021 as amended from time to time **Appraiser agrees that, if Appraiser receives remuneration for services, Appraiser 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 rules prior to providing services to the School Board of Miami-Dade County. Additionally, Appraiser 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 rules.**

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. Appraiser will not be charged for this search.

Further, upon obtaining clearance by Board, <u>if Board deems necessary</u>, 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.

Appraiser 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. Appraiser agrees to require all its affected employees to sign a statement, as a condition of employment with Appraiser 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 Appraiser/Employer of any arrest(s) or conviction(s) of any offense enumerated in <u>School Board Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021</u> within 48 hours of its occurrence. Appraiser 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. Appraiser 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. Appraiser 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 Appraiser 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 Appraiser 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.

COMPLIANCE WITH SCHOOL CODE

Appraiser 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 Appraiser 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.

XI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 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.

XII. PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

XIII. MISSING DOCUMENTS

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 two business days. Incomplete or noncompliant proposals may be disqualified.

XIV. TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Appraiser, 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 Appraiser upon receipt of an invoice from Appraiser otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Appraiser, pro-rated on a percentage completion basis based on Appraiser's reconciliation of labor actually expended compared to labor originally estimated by Appraiser in constructing its proposal.

XV. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at http://www2.dadeschools.net/schoolboard/rules, all bidders, proposers, consultants, and appraisers are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or appraiser, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

Specific Authority: 1001.41(1) (2); 1001.42(22); 1001.43(10) F.S.
Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.
History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
New: 6-18-03

Revised 03/08

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed athttp://www2.dadeschools.net/schoolboard/rules all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two years, have been or are employees of the School Board. Such disclosures 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at:

http://www2.dadeschools.net/schoolboard/rules/

FM-3191 REV. (08-07)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PROPOSALS NO. 016-JJ10

STATE LEGISLATIVE CONSULTANT

I. NAME AND ADDRESS OF REQUESTER

Miami-Dade County Public Schools
Office of Intergovernmental Affairs and Grants Administration
1450 N.E. Second Avenue, Room 925
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The School Board of Miami-Dade County, Florida "The School Board" is soliciting proposals from qualified individuals and/or firms for state legislative consulting services.

The successful proposer is expected to assist in forwarding the School Board's interests before the Miami-Dade County Legislative Delegation, the State of Florida Legislature, legislative committees, The Governor, Cabinet, Secretary of Education, local governmental agencies, and the State Board of Education.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Eleven copies of the proposal, one of which shall be an original, must be received by 2:00 p.m. (Local Time) November 4, 2008, at:

The School Board of Miami Dade County, Florida
Bid Clerk, Procurement Management Services
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked STATE LEGISLATIVE CONSULTANT.

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida, (School Board) for acceptance on or about December 10, 2008. If accepted, notification to the successful proposer will be on or about December 10, 2008. The Board reserves the right to accept or reject any and all proposals.

IV. SCOPE OF WORK

A. Consultant will meet with the Board and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board's fiscal and programmatic interests.

B. Consultant shall assist in the development and forwarding of the Board's state legislative program.

C. Consultant will establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to the Board.

D. Consultant will represent the Board and Superintendent in local and state conferences and meetings related to state legislative and governmental issues. Consultant will provide any written reports as required by the Board in connection with foregoing services.

E. Consultant will be responsible for providing materials, equipment, office space, and any other such requirements to fulfill responsibilities under this contract.

V. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

A. A listing of strengths and accomplishments of individuals and/or firm;

B. Strategies which will be employed to successfully advocate legislation contained in the School Board legislative agenda;

C. Details of procedures and protocols systematically employed to communicate with legislators and client;

D. Listing of all clients served within the last two years, up to and including the present date, to which you have provided or provide lobbying services, especially with other governmental units including school districts;

E. Provide a statement clearly identifying any real or potential conflicts of interests to include the following:

1. Have you or do you plan to lobby the School Board on behalf of any of the clients listed in D above?

2. Have you lobbied the School Board on behalf of any entity, firm or organization over the last five years? If so, please state what clients you have represented in lobbying the School Board, and when those lobbying activities took place.

F. Description with supporting documentation where appropriate, of lobbying experiences representing private and/or public sector clients to state or federal legislative bodies. Please include any examples of legislation prepared, written, and submitted for legislative approval, especially any education related legislation.

G. Description of any other activities representing clients, which are pertinent or which might parallel lobbying or advocacy representation.

H. Address of office location responsible for this project. It is preferable that the candidate individual/firm maintain an office in Miami-Dade County, Florida.

I. Designation of personnel who will be available for this engagement. Resumes containing professional experience, preparation and background are to be presented for each of these individuals. This section must indicate the individual specifically assigned as lead person and the understudy in his or her absence, if any.

J. Proposed fee structure, including payment schedule and breakdown of proposed costs. It is the School Board's desire that the fee schedule be inclusive of any out-of-pocket or travel expenses.

K. Litigation

1. Identify any litigation or claims against you and/or your firm which could have a material effect on the firm.

2. Indicate if you or your firm or any members of your firm have been or currently are the subject of an investigation by any other regulatory organization or the subject of any other type of investigation.

L. Vendor Information Sheet, **ATTACHMENT A**.

M. Complete Affirmative Action Employment Breakdown Form (**Attachment B)**.

I. Complete and submit **Anti-Collusion Statement** including the signature of the authorized person empowered to submit this proposal (Page "ii" of this proposal).

VI. TERMS OF CONTRACT

The term of the contract shall be for an initial one-year (1) period, and may by mutual agreement between the School Board and the Awardee(s), be extended for three (3) additional one-year periods; and if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering an extension, request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon.

The School Board reserves the right to cancel the contract at the end of the contract term, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found to be undesirable. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination.

VII. EVALUATION OF PROPOSALS

Representatives of the School District will evaluate proposals in order to ascertain which proposal best meets the needs of the District. The evaluation committee will consist of, but not be limited to, the following members:

- School Board Member appointed by the Chair of The School Board of Miami-Dade County, Florida;
- Chief Financial Officer or designee;
- Chief Communications Officer or designee;
- Administrative Director, Office of Intergovernmental Affairs and Grants Administration or designee;
- Community Representative;
- Representative from the Division of Business Development and Assistance; and

- Representative from Procurement Management Services (non-voting)

Evaluation consideration will include, but not be limited to, the following:

1. The responsiveness of the proposal in clearly stating an understanding of the work to be performed and conformance to Proposal Requirements.
2. The background, qualifications, experience, skills, and/or expertise in the area of legislative consultation, and past performance.
3. Knowledge of the School Code, Chapters 1000-1013.
4. Knowledge of the Florida Education Finance Program and its various components and public school categorical programs.
5. Cost.

A selection committee will review all proposals received and may interview a short list of proposers for oral presentation, where proposers shall have an opportunity to explain their written proposal. No telephone interviews will be conducted with the Committee. The selection committee shall, by a majority vote, recommend the highest rated proposer to the School Board for approval, based on the written proposal and oral presentation, if required. Any additional materials the proposer may wish to include must be presented in appendix form.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

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.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its work force. (**ATTACHMENT B**)

Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE

Application may be accessed through the following link:

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

IX. GENERAL INSURANCE REQUIREMENTS

A. The individual/firm shall not provide any services under this Agreement until the individual/firm has obtained all insurances required hereunder and such insurances have been approved by M-DCPS.

B. The individual/firm shall furnish certificates of insurance to M-DCPS for review within fifteen (15) days after award and shall maintain same at all times during the term of this Agreement.

C. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an A rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of AA3 or better.

D. Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the School Board of Miami-Dade County, Florida. The School Board of Miami-Dade County, Florida and the Board's officers, officials and employees shall be named as an additional insured under the General Liability Policy.

E. The Certificates shall clearly indicate that the individual/firm has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by M-DCPS.

F. Insurances Required

1. **Professional Liability**

The Professional Liability Insurance provided by the individual/firm shall conform to the following requirements:

a. The individual firms Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured buy Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all

provisions of indemnification which is part of this agreement.

b. The insurance shall be subject to a maximum deductible not to exceed $25,000.

c. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.

d. The minimum limits to be maintained by the individual/firm (inclusive of any amounts provided by an umbrella or excess policy) shall be $1 million per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with

Certificates of Insurance evidencing the individual/firm = s insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the polices to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firms failure to perform the agreement terms.

X. INDEMNIFICATION

The individual/firm(s) must enter into the following indemnification and hold harmless agreement:

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the

Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firms directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firms directors, officers, employees, agents, subcontractors or other representatives.

XI. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of this Request For Proposals, is as follows:

Procurement Contract Review Committee .....October 2, 2008

Mailing of Request For Proposals.....October 14, 2008

Opening of Proposals .....November 4, 2008

Evaluation of Proposals .....November 10, 2008

Oral Presentations (if required).....November 13, 2008

Recommendation for Award .....December 10, 2008

The School Board reserves the right to reject any or all proposals, to further negotiate any proposals, to waive any irregularities or informality, to accept or reject any items or combination of items, to request clarification of information submitted in any proposal, and to request additional information from any proposer. Joint proposals will not be considered.

XII. ADDITIONAL INFORMATION

In order to maintain a fair and impartial competitive process, the School Board members will avoid private communications with prospective proposers or their representatives regarding this matter.

Any and all questions pertaining to this RFP must be submitted no later than 4:00pm (Local Time) October 24, 2008, via e-mail, to the individual listed below:

Ms. Barbara D. Jones, Executive Director
Procurement Management Services
1450 N. E. Second Avenue, Room 356
Miami, Florida 33132
305 995-2348
E-mail: bjones@dadeschools.net

Vendor Information Sheet

1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____
Street Address

_____
City State Zip Code

2. Telephone/Fax/Contact Person

_____
Telephone number

_____
Fax number

_____
Contact Person

_____
E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship,or joint venture, the full legal name and business address shall be provided for the chief **officer,** director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable**.

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS. Vendor applications can be downloaded at: http://procurement.dadeschools.net

Miami-Dade County Public Schools
giving our students the world

AFFIRMATIVE ACTION EMPLOYMENT BREAKDOWN

ATTACHMENT B

Occupational Category	Gender		Race/Ancestry				
	Male	Female	Non-Hispanic White	Non-Hispanic Black	Hispanic	Asian	Am. Ind./ Alaska Native

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