



Southwest Ranches Town Council

REGULAR MEETING
Agenda of June 22, 2023

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitreuz	<u>Town Council</u> Bob Hartmann Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Jim Allbritton	David Kuczenski, Esq.	<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

3. RESOLUTION EXTENDING SITE PLAN PHASING AGREEMENT FOR A.B. MCCARTHY HIGH SCHOOL

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF A PHASING AGREEMENT FOR ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL, RELATING TO ITS AMENDED SITE PLAN, WHICH WAS APPROVED ON JUNE 25, 2020, PURSUANT TO RESOLUTION NO. 2020-043; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Presentations

4. 2023 SEAB Town College Scholarship Recipient Awards

5. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

6. Board Reports

7. Council Member Comments

8. Legal Comments

9. Administration Comments

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING THE SOLID WASTE AUTHORITY ADVISORY BOARD FOR THE PURPOSE OF ADVISING AND UPDATING THE TOWN COUNCIL ON ANY MATTERS RELATED TO THE DEVELOPMENT OF THE BROWARD COUNTY SOLID WASTE AUTHORITY; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE CREATION OF THE BOARD; AND PROVIDING AN EFFECTIVE DATE.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ONTO THE SCHOOL BOARD OF MIAMI DADE COUNTY CONTRACT PRICING FOR THE PURCHASE AND INSTALLATION OF A GALVANIZED STEEL DOME ROOF SHADEPORT STRUCTURE AND

RELATED PRODUCTS AND SERVICES FOR THE COUNTRY ESTATES FISHING HOLE PARK FROM INDUSTRIAL SHADEPORTS, INC. IN THE AMOUNT OF THIRTY-FOUR THOUSAND, FOUR HUNDRED SEVENTY EIGHT DOLLARS (\$34,478); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022/2023 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6125 STALLION WAY, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

13. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Jim Allbritton, *Vice Mayor*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*
David Kuczenski, Esq. *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 6/22/2023
SUBJECT: RESOLUTION EXTENDING SITE PLAN PHASING AGREEMENT FOR
A.B. MCCARTHY HIGH SCHOOL

Recommendation

Approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Council approved a site plan modification for A.B. McCarthy High School on June 25, 2020. The modification provided for additional classroom space in modular buildings to replace existing portables, and a weight room expansion.

On May 27, 2021, Council approved a phasing agreement that extended the site plan expiration date to June 25, 2023 in order to allow additional time for design, permitting and construction of improvements to Flamingo Road, which were required as a condition of approval prior to issuance of any building permit. The school advised that the turn lanes have been constructed and inspected by FDOT, and the final approval process is underway.

The high school requests the Council extend the phasing agreement by up to one year, which is the maximum allowable extension. If approved, no additional extensions would be permitted.

The school has provided an accounting of the actions it has taken to fulfill the conditions of approval, which is attached. All conditions of approval must be satisfied before a building permit can be issued.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/12/2023	Resolution
Conditions of Approval Status	6/2/2023	Backup Material
Mail notice map	6/12/2023	Backup Material
Mail notice list	6/12/2023	Backup Material

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF A PHASING AGREEMENT FOR ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL, RELATING TO ITS AMENDED SITE PLAN, WHICH WAS APPROVED ON JUNE 25, 2020, PURSUANT TO RESOLUTION NO. 2020-043; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 25, 2020, pursuant to Resolution No. 2020-043, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") approved Application No. SP-72-18 for modification of the Archbishop Edward A. McCarthy site plan to erect two multiple-classroom modular buildings totaling 18,522 square feet in floor area and an 1,830 square-foot addition to its athletic training facility; and

WHEREAS, on May 27, 2021, pursuant to Resolution No. 2021-53, the Town Council approved a phasing agreement that extended the site plan approval through June 25, 2023; and

WHEREAS, Section 120-060 of the Unified Land Development code ("ULDC") authorizes the Town Council to approve a term of up to three years for phasing agreements; and

WHEREAS, the requested extension allows up to one additional year for the high school to comply with all conditions of site plan approval and to apply for building permits for all of the improvements shown on the approved site plan; and

WHEREAS, the Town Council finds that the proposed phasing agreement extension is in accordance with Section 120-060 of the ULDC in allowing up to a three-year term for phasing agreements.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. After holding a duly noticed public hearing on June 22, 2023, the Town Council hereby extends the phasing agreement for Application No. SP72-18 for a

period of one additional year. The original phasing agreement is attached hereto as Exhibit "A" and made a part hereof.

Section 3. The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of June, 2023, on a motion by _____ and seconded by _____.

Breitkreuz
Allbritton
Hartmann
Jablonski
Kuczenski

Ayes
Nays
Absent
Abstaining

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2339.01

Exhibit "A"
Executed Phasing Agreement

May 23, 2023

Resolution No. 2020-043 progress:

1. Executed a Declaration of Restrictive Covenants, (re-submitted on May 22, 2023) which prohibits access to the Broward Central Catholic School Plat from any street other than Flamingo Road; restricts the school's capacity to 1800 upon completion and acceptance of the roadway improvements required herein and subsequently to 1800 students; and requires regular reporting in a form determined acceptable by the Town Attorney
2. Back in October 2022, the Platt Note Amendment Application was submitted and our attorney, Suzanne Dockerty with Broward County. The County requires a letter of no-objection from FDOT. Ms. Dockerty is currently working with both the County and FDOT in processing the Platt Note
3. Site plan revision to reflect 1800 student capacity enrollment cap (completed by architect)
 - A. Complying with technical corrections to the site plan documents pursuant to the final Development Review Comments: Currently, there aren't any plans to remove any trees. If necessary, we will follow the guidelines provided by Southwest Ranches;
 - B. Fire Truck access for portables: waiting on The Town to let the school know exactly which parking spaces must be labeled "No Parking"
4. Turn lanes are completed and inspected by FDOT. Waiting on completed paperwork from contractor. Now that the turn lanes are completed, Broward County Traffic Engineering will be contacted concerning the optimal signal timing at the intersection located at SW 55th Street
5. Action Plan to better utilize north entrance/exit will be reviewed prior to the start of the 2023-2024 school year. Currently, all freshman parents enter/exit north gate; sophomores enter/exit main gate; all those driving can enter either the north gate and follow perimeter road to south parking lot or enter south gate, when leaving school, they must exit south gate only
6. Adjust start and end times: we start at 8:10 a.m. and end at 2:20 p.m.; St. Marks starts at 7:30 a.m. and ends at 2:30 p.m.
7. 3DR completed a safety assessment and the results were sent to the Town back in October, 2022

Anthony Massaro
Executive Director of Advancement/Plant Facilitator

FOLIO_NUMB	NAME	ADDRESS_LI
504035010015	R & R DEVELOPER CORP	6749 SW 64 CT
504035010017	5 INVESTORS LLC	4434 PARKSIDE RD
504035010018	GAYLE,GLENFORD & SHAUN	5410 MELALEUCA ROAD
504035010019	MATUTE,MILTON E & GLENDA	5750 SW 130 AVE
504035010022	DANIEL,ISAAC YESCHAK	20600 NW 47 AVE
504035010023	BEZZINA,THERESA M NAUGHTON THERESA M N BEZZINA REV TR ETAL	5500 SW 130 AVE
504035010026	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035010027	TARA773 LLC	7231 FISHER ISLAND DR
504035010038	MEP REALTY FUND I LLC	401 E LAS OLAS BLVD #1400
504035010050	LINN,JENNET COOK	5731 SW 130 AVE
504035010058	12475 RANCHES LLC	12475 SW 58 ST
504035010059	DISBERGEN,GERRIT H/ELISTER,DENYSIS E	12401 SW 58 ST
504035010061	ARBOLEDA,ARTURO E & BRENDA LARBOLEDA FAM LIV TR	5920 SW 127 AVE
504035010062	DOMAN,SANDRA LISAKAPLAN,ERIC F	5750 JAMES B PIRTLE AVE
504035010072	SHI,ANDY	4450 SW 93 AVE
504035010074	SEARS,BEATRIZ C & DAVID A	5501 SW 130 AVE
504035010075	EVANS FINANCIAL SERVICES LTD	3195 SE GRAN PARK WAY
504035010092	AJMO INDUSTRIES INC	5500 SW 128 AVE
504035010101	YAP,WARRENYAP,CHRISTOPHER W & YAP,AGNES B	5140 VOLUNTEER RD
504035010102	CARPENTER,DAWN H	5350 SW 128 AVE
504035010130	MILLER,RICHARD	12850 SW 56 ST
504035010131	BENSAADON,TZAFANIABENSAADON,ILANIT	1682 OSPREY BEND
504035010133	WILLIAMS,GERARD & JULIE	5800 SW 130 AVE

504035010134	MATER FILIUS MIAMI INC	1167 CHENILLE CIR
504035010135	LOZADA,ALVARO & ALEXIS	5741 JAMES B PIRTLE AVE
504035010140	MILLER,RICHARD	5700 SW 130 AVE
504035010160	BARTHOLF,RONALD W	5702 SW 130 AVE
504035010170	12990 SW 56TH ST LLC	20000 NE 15 CT
504035010180	ALLEYNE,VEOLA	5300 SW 130 AVE
504035010181	TSOUKALAS,PANAGIOTISNANFELDT,CHRISTIN E M	5340 SW 130 AVE
504035010182	KILCULLEN,JOSEPH F III & REBECCAKILCULLEN FAM REV TR	5290 SW 130 AVE
504035010183	BALL,R L & JOANN	5280 SW 130 AVE
504035010184	MEYER,NANCY	5846 S FLAMINGO RD
504035010185	MUNOZ,ELOY MANUELNAZARIO- MUNOZ,VANESSA	5400 SW 130 AVE
504035010186	RODRIGUEZ,SONIA	5420 SW 130 AVE
504035010187	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504035010190	JENKS,STEPHANIE RISTON	12851 SW 56 ST
504035010210	AZOR,HERBY	12901 SW 56 ST
504035010221	HAY,DARLENE ELIZABETH	12751 SW 56 ST
504035010222	CALLAWAY,ROBERT L JR & PATRICIACALLAWAY FAM REV TR	5490 SW 128 AVE
504035010223	DRUMMONDS,WINSTON & DEBORAH	5701 SW 128 AVE
504035010231	EDWARDS,BRADLEY JAMES	5742 SW 130 AVE
504035030010	NEW HORIZON UNITED METHODISTCHURCH INC	5741 S FLAMINGO ROAD
504035030020	NEW HORIZON UNITED METHODISTCHURCH INC	5741 S FLAMINGO ROAD
504035040010	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035100010	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035110010	ARCHDIOCESE OF MIAMIEDWARD A. MCCARTHY H.S.	9401 BISCAYNE BLVD

504035110020	ARCHDIOCESE OF MIAMI EDWARD A. MCCARTHY H.S.	9401 BISCAYNE BLVD
504035120010	NEW HORIZON UNITED METHODIST CHURCH INC	5741 S FLAMINGO ROAD
504035150030	JENSEN,STEVEN P & DAMARIS	5875 SW 128 AVE
504035150050	CUTRI,LOREDANA SOLOVANO CUTRI,MICHELE	5269 N HIATUS RD
504035150060	ALONSO,ARMANDO	1704 SW 142 AVE
504035150070	ESCALONA,YELYRAMOS, WILSON	10071 LAKE VISTA CT
504035150080	LIBERTY,ERICALIBERTY, JASON	5780 SW 128 AVE
504035150090	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD

CITY	STATE	ZIP	LEGAL
OCALA	FL	34476	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 6 LESS S 15
DAVIE	FL	33328	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 4 W 647.93
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 N1/2 OF W1/2 LESS W 40FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 60 N 82.61 OF W 263.74LESS W 40 FOR RD TOGETHER WITHTRACT 61 W1/2 LESS E 396 &LESS W 40 FOR RD
MIAMI	FL	33055	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W1/2 LESS E 396 & LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 64 W1/2 LESS E 396 & LESSW 40 FOR RD
MIAMI SHORES	FL	33138	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 9 E1/4,10 E1/4,63 E1/4,64 E1/4
MIAMI	FL	33109	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40POR OF TR 59 & 60,LYING WITHINE1/2 OF E1/2 OF N1/2 OF SW1/4 OFSE1/4,LESS N 257.17 AND LESS PORDESC IN INSTR #113243625
FORT LAUDERDALE	FL	33301	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40A POR OF TR 35 DESC AS:COMMSE COR SW 1/4 OF SEC 35,N1651.17,W 50.02 TO POB,W 329.91,N 330.23,E 329.91,S 330.23 TOPOB
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 36 N1/2LESS RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 54 E 308 OF W 949
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 53 E 308 OF W 641
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 54 W 641
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 53 W 333
DAVIE	FL	33328	FLA FRUIT LAND CO SUB NO 12-17 D 35-50-40TR 4 LESS W 647.93
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 33 LESS E 50
STUART	FL	34997	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 34 LESS E 50
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 10 S1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 10 N1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 61 E 132 OF W1/2,62 E 132 OFW1/2
WESTON	FL	33327	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 60 S 132 OF W1/2 LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 59 S 132 OF N 264 OF W1/2LESS W 40 FOR RD

WESTON	FL	33327	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 59 N 132 OF W1/2 LESSW 40 FOR RD
			FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40POR TRS 59 & 60 OF SEC 35 DESCAS: COMM NE COR LOT 1 JAMES B.PIRTLE PLAT 171-118B, N 323.76TO POB, W 329.92, N 336.65,E 329.93, S
SOUTHWEST RANCHE	FL	33330	336.65 TO POB
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 61 W 132 OF E 264 OF W1/2,62 W 132 OF E 264 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 61 W 132 OF E 396 OF W1/2,TRACT 62 W 132 OF E 396 OF W1/2
MIAMI	FL	33179	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 62 W1/2 LESS E 396 & LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 11 S1/2 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 10 N1/2 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 11 N1/2 OF W1/2,LESS W 35THEREOF FOR ST
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB #12-17 D 35-50-40TR 12 S1/2 OF W1/2
COOPER CITY	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 12 N1/2 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 10 S 1/2 OF W 1/2, LESSWEST 40 FT
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 S1/2 OF W1/2 LESS W 40FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40WEST 40 FT OF S1/2 OF W 1/2 OFTRACT 10
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 E 132 OF W1/2 &TR 64 E 132 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W 264 OF E 396 OF W1/2,64W 264 OF E 396 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 64 S1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 64 N1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 60 N 197.39 OF W1/2 LESSN 82.61 OF W 263.74 & LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	NEW HORIZON UNITED METHODISTCHURCH 122- 46 BTRACT "A" LESS S1/2
SOUTHWEST RANCHE	FL	33330	NEW HORIZON UNITED METHODISTCHURCH 122- 46 BTRACT "A" S1/2
MIAMI SHORES	FL	33138	ST MARK CATHOLIC CHURCH 140-45 BTRACT A ST MARK CATHOLIC CHURCH158-33 BTRACT A - WEST
MIAMI SHORES	FL	33138	BROWARD CENTRAL CATHOLICHIGH SCHOOL 163- 32 BPARCEL A

MIAMI SHORES	FL	33138	BROWARD CENTRAL CATHOLIC HIGH SCHOOL 163-32 B PARCEL B
SOUTHWEST RANCHE	FL	33330	NEW HORIZON UNITED METHODIST CHURCH WEST 166-49 B PARCEL A
SOUTHWEST RANCHE	FL	33330	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 3 & 4
SUNRISE	FL	33351	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 5
FORT LAUDERDALE	FL	33325	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 6
PARKLAND	FL	33076	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 7
SOUTHWEST RANCHE	FL	33330	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 8
SOUTHWEST RANCHE	FL	33330	STONE CREEK AT SUNSHINE RANCHES 173-156 BRIGHT-OF-WAY DEDICATED FORTHOROUGHFARE PER PLAT

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitzkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq. Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitzkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 6/22/2023
SUBJECT: Creation of Solid Waste Authority Advisory Board

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Current discussions and events involving the Interlocal Agreements (ILA) between Broward County (County) and the surrounding municipalities concerning the development of a County Waste to Energy ("WTE") plant have shown a potential to adversely affect the Town of Southwest Ranches specifically and the residents of Broward County in general. Of particular concern is the County's desire to place the WTE plant within the municipal boundary of Southwest Ranches on property owned by the County.

Placement of a WTE plant is incompatible with the Town's rural lifestyle and could place the residents and animals in Southwest Ranches in peril due to the contaminants that are the byproducts of the WTE process.

The Town Council is desirous of establishing an Advisory Board for the purpose of monitoring any developments regarding the County Solid Waste Authority and updating the Town Council on any County Solid Waste Authority issues to protect the interests of our residents.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
SWA Advisory Board Creation - TA Approved	6/16/2023	Resolution

RESOLUTION 2023 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING THE SOLID WASTE AUTHORITY ADVISORY BOARD FOR THE PURPOSE OF ADVISING AND UPDATING THE TOWN COUNCIL ON ANY MATTERS RELATED TO THE DEVELOPMENT OF THE BROWARD COUNTY SOLID WASTE AUTHORITY; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE CREATION OF THE BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, current discussions and events involving the Interlocal Agreements (ILA) between Broward County (County) and the surrounding municipalities concerning the development of a County Waste to Energy ("WTE") plant have shown a potential to adversely affect the Town of Southwest Ranches specifically and the residents of Broward County in general; and

WHEREAS, of particular concern is the County's desire to place the WTE plant within the municipal boundary of Southwest Ranches on property owned by the County; and

WHEREAS, the placement of a WTE plant is incongruous to the Town's desire to maintain its rural lifestyle as empirical data suggests such WTE plants negatively impact the environment by emitting harmful contaminants into the atmosphere, and their byproducts contain injurious materials that if landfilled could contaminate the water supply that our residents rely on; and

WHEREAS, the Town Council wishes to take an active role in securing the best possible outcomes for its residents by monitoring any developments regarding the County Solid Waste Authority and protect the interests of our residents; and

WHEREAS, the Town Council is desirous of establishing an Advisory Board for the purpose of advising and updating the Town Council on any County Solid Waste Authority issues; and

WHEREAS, this Resolution is necessary to comply with Town Council's adopted Committee/Board Policy.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby creates the Solid Waste Authority Advisory Board with the following goals and objectives:

- i. To advise and update the Council of any Broward County Solid Waste Authority issues.
- ii. To regularly attend the necessary Broward County Solid Waste Working Group, Broward County Commission, and other Broward County solid waste-related meetings to monitor issues affecting the residents of the Town.
- iii. To discuss alternative means of permanent solid waste disposal such as Zero-Waste, recycling, and composting.
- iv. To solicit and to obtain input from the residents of the Town concerning environmental concerns that may emanate from any options being considered by the Broward County Solid Waste Authority.
- v. Representation on the Board is desired, where possible, from state registered Homeowner or Civic Associations within the Town including, but not limited to, Sunshine Ranches, Ivanhoe Estates, Griffin 345, Rolling Oaks, and Country Estates. Additionally, at least one at-large member shall be appointed.

Section 3: The Board shall be responsible for recording its own minutes of all meetings and submitting to the Town Council, at a minimum, a quarterly report that has been reviewed by the Town Administrator in compliance with the Town's adopted Advisory committee/Board Policy.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6: The Board shall terminate one (1) year from its creation unless extended by action of the Town Council.

Section 7. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 22nd day of June 2023, on a motion by _____

and seconded by _____.

Breitkreuz _____

Ayes _____

Allbritton _____

Nays _____

Hartmann _____

Absent _____

Jablonski _____

Abstaining _____

Kuczenski _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2341.01

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Jim Allbritton, *Vice Mayor*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*
David Kuczenski, Esq. *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 6/22/2023
SUBJECT: Country Estates Playground Shade

Recommendation

Council approval is requested to procure goods and services to update the Country Estates Park Playground equipment.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

Residents requested a shade component over the play equipment slides in 2022. Staff sought a piggyback proposal from Industrial Shadeports, Inc.

Industrial Shadeports, Inc., is a party to the School Board of Miami Dade County Contract # ITB-20-056-MJ, upon which the Town can piggyback for purchase and installation of components.

Fiscal Impact/Analysis

If approved, a Budget amendment totaling \$36,545, comprised of \$34,478 for Industrial Shadeports and \$2,067 for planning/zoning and permitting cost recovery would be submitted,

increasing the General Fund Appropriated Fund Balance revenue account and increasing the General Fund Parks, Rec & Open Spaces Equipment Maintenance expenditure account, as follows:

GENERAL FUND

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$36,545
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Expenditure Increase:

PROS Equipment Maintenance (001-3600-572-46030)	\$36,545
---	----------

Staff Contact:

December Lauretano-Haines, PROS Manager

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	6/8/2023	Executive Summary
Resolution	6/8/2023	Resolution
Agreement	6/8/2023	Backup Material
Agreement Award	6/8/2023	Backup Material
Agreement - Bid Details	6/8/2023	Backup Material
Agreement - Addendum 1	6/8/2023	Backup Material
Agreement - Addedndum 2	6/8/2023	Backup Material



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq. Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, MPA, Assistant Town Administrator
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: December Lauretano-Haines, PROS Manager

DATE: June 22, 2023

SUBJECT: A Resolution agreeing to piggyback onto the Scholl Board of Miami Dade County contract # ITB-20-056-MJ pricing for purchase and installation of a Galvanized Steel Dome Roof Shade structure for the Country Estates Fishing Hole Park from Industrial Shadeports, Inc., in the amount of thirty-four thousand, four hundred seventy eight dollars (\$34,478); and approving a budget amendment to the fiscal year 2022/2023 budget.

Recommendation

Council approval is requested to procure goods and services to update the Country Estates Park Playground equipment.

Issue

Shade is needed over play components at the Country Estates Fishing Hole Park playground.

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

Background

Residents requested a shade component over the play equipment slides in 2022. Staff sought a piggyback proposal from Industrial Shadeports, Inc.

Industrial Shadeports, Inc., is a party to the School Board of Miami Dade County Contract # ITB-20-056-MJ, upon which the Town can piggyback for purchase and installation of components.

Fiscal Impact/Analysis

If approved, a Budget amendment totaling \$36,545, comprised of \$34,478 for Industrial Shadeports and \$2,067 for planning/zoning and permitting cost recovery would be submitted, increasing the General Fund Appropriated Fund Balance revenue account and increasing the General Fund Parks, Rec & Open Spaces Equipment Maintenance expenditure account, as follows:

GENERAL FUND

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$36,545
--	----------

Expenditure Increase:

PROS Equipment Maintenance (001-3600-572-46030)	\$36,545
---	----------

Staff Contact:

December Lauretano-Haines
Emil C. Lopez, Town Financial Administrator

RESOLUTION NO. 2023 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ONTO THE SCHOOL BOARD OF MIAMI DADE COUNTY CONTRACT PRICING FOR THE PURCHASE AND INSTALLATION OF A GALVANIZED STEEL DOME ROOF SHADEPORT STRUCTURE AND RELATED PRODUCTS AND SERVICES FOR THE COUNTRY ESTATES FISHING HOLE PARK FROM INDUSTRIAL SHADEPORTS, INC. IN THE AMOUNT OF THIRTY-FOUR THOUSAND, FOUR HUNDRED SEVENTY EIGHT DOLLARS (\$34,478); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022/2023 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the playground equipment at Country Estates Fishing Hole Park was acquired in 2013 and did not include a shade component; and

WHEREAS, the Council has appropriated the necessary funds to assist the Town in purchasing a new shade component for the playground; and

WHEREAS, in accordance with its procurement procedures, the Town has elected to procure the shade component and related services via piggyback purchase from Industrial Shadeports, Inc. via the School Board of Miami Dade County contract # ITB-20-056-MJ in the amount of Thirty-Four Thousand, Four Hundred and Seventy Eight Dollars (\$34,478); and

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby agrees to piggyback onto the School Board of Miami Dade County contract # ITB-20-056-MJ pricing for purchase and installation of Galvanized Steel Dome Roof Shade Structure and related services from Industrial Shadeports, Inc. in the amount of Thirty-Four Thousand, Four Hundred and Seventy Eight Dollars (\$34,478) for use in the Country Estates Fishing Hole Park.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance 2022-014, a FY 2022-2023 Budget amendment totaling \$36,545 (\$34,478 for Industrial Shadeports and \$2,067 for permitting, planning and zoning services) is required to increase the General Fund Appropriated Fund Balance revenue account and to increase the General Fund Parks, Rec & Open Spaces Equipment Maintenance expenditure account, as follows:

GENERAL FUND

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$36,545

Expenditure Increase:

PROS Equipment Maintenance (001-3600-572-46030) \$36,545

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of June, 2023, on a motion by _____ and seconded by _____.

Breitkreuz	___	Ayes	—
Allbritton	___	Nays	—
Hartmann	___	Absent	—
Jablonski	___	Abstaining	—
Kuczenski	___		

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
1001.2338.01

SECTION 2 - TABLE OF CONTENTS

SECTIONS

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8	Forms and Attachments.....	27

Attachment 1	Cover Page
Attachment 2	Mailing Label
Attachment 3	Statement of “No Bid”
Attachment 4	Acknowledgement of Amendments
Attachment 5	Conflict of Interest
Attachment 6	Debarment
Attachment 7	Instructions
Attachment 8	Bidder’s Preference
Attachment 9	Drug-Free Workplace
Attachment 10	Local Business Affidavit of Eligibility
Attachment 11	Anti-Collusion Statement
Attachment 12	Bidder Experience
Attachment 13	Submitted Bid Document Verification Form
Attachment 14	Proposal Submittal Receipt Form
Attachment 15	Florida Statutes on Public Entity Crimes
Attachment 16	Bid Opening Instructions
Attachment 17	Registration Instructions for Periscope S2G and DemandStar
Appendix A	Playground Maintenance Checklist and Worksheet
Appendix B	Playground Inspection

SECTION 3 - CALENDAR

ITB Release Date	Wednesday, August 4, 2021
Pre-Bid Conference*	Tuesday, August 17, 2021 at 10 a.m. ET
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 941 5241 2064 Passcode: 008747 One tap mobile +13126266799,,94152412064# US (Chicago) +16468769923,,94152412064# US (New York)
Deadline for Questions	Tuesday, August 17, 2021 at 5:00 p.m. ET
Bid Due Date/Time	Tuesday, August 31, 2021 at 1:00 p.m. ET
Virtual Bid Opening Meeting:	Tuesday, August 31, 2021 at 2:00pm ET
Bid Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) (See instructions on Attachment 16)
Projected Board Approval of Contract	November 2021
The contact person for this ITB is:	Miranda James
Email Address:	mjames@dadeschools.net
Telephone:	(305) 995-1621
Fax:	(305) 995-2307

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

SECTION 4 - INSTRUCTIONS TO BIDDERS

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

CONE OF SILENCE

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

- A. "Cone of silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, invitation to bid, or other competitive solicitation between:
1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and
 2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.
- B. A cone of silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. For unsolicited public-private partnership proposals, the cone of silence shall be imposed from the time the proposal is received in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals.
- D. The cone of silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process

I. PREPARATION OF BIDS

- A. **BIDDER QUALIFICATION FORM** qualifies the Bidder and the bid and must be completed and submitted as page 1 of the bid.
1. **PERFORMANCE SECURITY** shall not be submitted with the bid. The form of performance security the Bidder will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.
 2. **BIDDER CERTIFICATION AND IDENTIFICATION:** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.
- B. **INSTRUCTIONS TO BIDDERS:** Defines conditions of the bid.
1. **ORDER OF PRECEDENCE:** Any inconsistency in this bid shall be resolved by giving precedence in the following order:
 - A. Specifications
 - B. Special Conditions
 - C. Instructions to Bidders
- C. **BID PROPOSAL FORM:** Defines requirement of items to be purchased, and must be completed and submitted. The Bidder

should indicate his/her name in the appropriate space on each page.

1. **ITEM SPECIFICATIONS:** Describes technical, performance, and packaging requirements for every bid line item. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the Bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.
2. **PRICES** are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (Bidder pays and freight charges. Bidder own goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in bid and there received by the designated agent of the Board.
3. **TAXES:** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by Bidder who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

- A. Bids must be submitted on forms furnished by the Board, in compliance with the bid submission requirements set forth under Section 5.3. Bid submissions must be clearly marked with bid number, bid title and bid opening date.
- B. **ERASURES OR CORRECTIONS:** When filling out the bid proposal form, Bidders are required to complete bid proposal in ink.
1. Use of pencil is prohibited.
 2. All changes must be crossed out and initialed in ink.

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

- C. **PLACE, DATE AND HOUR:** Electronic submission, U.S. Mail, Courier/Express Service, or deposited in the BID BOX in accordance with the bid submittal requirements set forth under Section 5.3 and Attachment 16. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.
- D. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

- E. **SUBMITTING A "NO BID":** If not submitting a bid at this time, return the form entitled statement of "No Bid". Failure to respond, either by submitting a bid or the statement of "No Bid" form for three consecutive times, may result in the company being removed from the School Board's bid list.
- F. **AVAILABILITY OF BID INFORMATION:** Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.
- G. **TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY:** Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.
- H. **MISSING INFORMATION.** Respondents who do not meet all the documentation requirements for the ITB 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 bids may be disqualified.

Bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

- B. **AFTER BID OPENING:** After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

V. **PROTESTS**

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

Protest of Specifications

Any notice of protest of the specifications contained in an Invitation to Bid (ITB) or Request for Proposal (RFP) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133.

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

Posting the Bond

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

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

1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.
2. The bond shall be conditioned upon the payment of all cost
3. s and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs

III. **CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS**

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

- A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:
 1. The Board no longer requires the supplies, services, or construction;
 2. The Board no longer can reasonably expect to fund the procurement;
 3. A review of a valid protest filed by a Bidder as may be determined by the administrative staff; or
 4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
- B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any bids or proposals received for the canceled solicitation shall be returned to the Bidder unopened.

The notice of cancellation shall:

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

IV. **CHANGE OR WITHDRAWAL OF BIDS**

- A. **PRIOR TO BID OPENING:** Should the Bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The

and charges which are included in the final order or judgment, excluding attorneys' fees.

- B. **Bond:** Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.
- C. **Bond:** Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.
- D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

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

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

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

The Office of the School Board Clerk Miami-Dade County Public Schools
1450 N.E. Second Avenue, Suite #311 Miami, Florida 33132
Phone: (305) 995-1440
Fax: (305) 995-1448
E-Mail: Dilopez@dadeschools.net
celiarubio@dadeschools.net

VI. AWARDS

- A. **RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

- B. **NOTIFICATION OF INTENDED ACTION** will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE:** Awards become official upon the Board's formal approval of the award.
- D. **TERMINATION FOR CONVENIENCE:** The Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement. The Board will only be required to pay that amount of the Agreement actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.
- E. **TERMINATION OF AGREEMENT:** In addition to the above, the Board may terminate this Agreement upon thirty (30) days advance written notice to the Awarded Bidder, for default of Awarded Bidder, or due to lack of, or cancellation of, grant funds made available to the Board by a Federal grantor agency. Upon receipt of a notice of termination, the Awarded Bidder shall cease incurring additional obligations under this Agreement. However, the Board shall allow the Awarded Bidder to incur all necessary and proper costs, which the Awarded Bidder cannot reasonably avoid during the termination process. Each payment obligation of the Board created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this Agreement may be terminated by the Board at the end of the period for which funds are available. The Board shall notify the Awarded Bidder at the earliest possible time before such termination. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the Board terminated upon receiving notice of the attempted fraud as determined by the Board.

- F. **PURCHASE ORDERS** sent to Awarded Bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the Bidder shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. G.
- G. **DEFAULT:** A Bidder who fails to perform according to the terms of the Agreement (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend disbarment or suspension pursuant to Board Policy 6320.04.
- H. **BID DOCUMENTS:** The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents

shall not be construed to create an entitlement to any other scope of work except as specified herein.

- I. **DEBARMENT:** Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.
- J. **IDENTICAL PRICES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to the vendor that has preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

- A. **PURPOSE:** A performance bond or check may be required to guarantee performance.
- B. **BONDING COMPANY:** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation and shall be made to The School Board of Miami-Dade County, Florida, meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$500,000.01 to \$2,500,000	None
\$2,500,000.01 to \$5,000,000	B+ or NA-3
No Minimum Class	
\$5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

- C. **AMOUNT:** When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.
 - 1. Awards less than \$200,000 shall be exempt from performance security.
 - 2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.
- D. **RELEASE OF PERFORMANCE SECURITY:** Return to the Awarded Bidder of his/her cash security, or notification to the Awarded Bidder and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications.

When bid samples are required, the Board will notify Bidder to submit samples of the items bid in accordance with the following procedures:

- A. All samples must be identified with the Bidder's name, bid number, item number, and manufacturer's product name and number. When non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.
- B. Samples, product technical specification sheets and all required supporting documentation, are to be delivered to the Materials Testing and Evaluation Department within 48 hours of request from the Miami-Dade County Public Schools ("M-DCPS") Procurement Management Services department between 8:30 a.m. and 3:00 p.m. Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the Bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.
- C. The Materials Testing and Evaluation Department is located at:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
 MATERIALS TESTING AND EVALUATION
 7040 West Flagler Street
 Miami, Florida 33144
 Telephone Number: 786-275-0780

Board will not be responsible for samples sent to a location other than the location mentioned in the bid.

- D. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The Bidder will receive the original copy of the receipt and the duplicate copy will remain with the Board receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.
- E. **PAYMENT FOR SAMPLES:** The Board will buy no samples and will assume no cost incidental thereto.
- F. **RETURN OF SAMPLES:** Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by Awarded Bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing. No perishable samples submitted for testing and evaluation will be returned.
- G. **TESTING AND EVALUATION RESULTS:** The Materials Testing and Evaluation Department will report to the Board the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

IX. SUBSTITUTIONS

Should the Bidder find it necessary to use a material, equipment, product or system other than specified, the Bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the Bidder to provide the materials as specified in the bid documents. In no case shall the Bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

- A. If packaging is different from that specified, the Bidder must note the manner and amounts in which packaging is to be made; otherwise the Awarded Bidder shall furnish packaging as

specified. All packaging, wrapping and bundling shall be adequate to ensure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

- B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:
1. Bid Number and/or Purchase Order Number
 2. Bidder's Name and/or Trademark
 3. Name(s) of Item(s) Contained
 4. Item Number (s) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

Board supports recycling and recommends the use of recycled products where possible upon notification by the Board. Bidders are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Board encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. **DELIVERY:** Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments – 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. **RECEIVING INSPECTION AND TESTING:** Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Bidder, at no cost to the Board.

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

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

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

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

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

E. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

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

2. The Bidder shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Bidder's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

XVII. COMPLIANCE WITH LAWS

Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

XIX. COMPLIANCE WITH SCHOOL CODE

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure

to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

XX. CHARTER SCHOOLS

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

XXI. CONFLICT OF INTEREST

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

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of Board to make available for public inspection 119 and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

Bidder understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Bidder shall keep and maintain public records required by the School Board to perform the service. The Bidder shall keep records to show its compliance with program requirements. Bidders 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 Bidder 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. Bidder 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 Bidder does not transfer the records to the public agency. The Bidder shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Bidder or keep and maintain public records required by the School Board to perform the service. If the Bidder transfers all public records to the School Board upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder 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 BIDDER 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

XXIII. ASSIGNMENT

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

XXIV. DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable 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").

XXV. LOBBYISTS

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

B. One who is not an employee of a principal is a "lobbyist" if s/he is retained as an independent contractor or otherwise for payment or economic consideration by a person or governmental entity to lobby an agency on behalf of that person or governmental entity.

If a corporation, partnership, firm, or other business organization is retained for payment or economic consideration to lobby on behalf of another person or governmental entity, only the members, partners, associates, or employees of the entity who personally lobby on behalf of that person or governmental entity are "lobbyists."

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

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

XXVI. LOCAL-AND STATE VENDOR PREFERENCE

A. The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 dollars or the current formal bidding threshold set by statute.

B. Bidders claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or

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

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

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

XXVIII. UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

XXIX. DISPUTES

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

XXX. PATENTS & ROYALTIES

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

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Bidder 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 Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by Bidder of any third-party trade secret in connection with any of the foregoing. Bidder 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 Bidder uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Bidders awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

XXXI. OSHA

The Awarded Bidder warrants that the product supplied to The School Board of Miami-Dade County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

XXXII. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest workmanship.

XXXIII. FACILITIES

Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice. Board may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

XXXIV. ASBESTOS AND FORMALDEHYDE STATEMENT

All building materials, pressed boards, and furniture supplied to Board shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.

XXXV. EXTENSION

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

XXXVI. OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

XXXVII. PURCHASE AGREEMENT

This bid, and the corresponding Purchase Orders, will constitute the complete agreement. Board will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any Board employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on Board.

XXXVIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION; Lower Tier Covered Transactions

Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in 85.200, Debarment or Suspension, 85.201, Treatment of Title IVHEA participation, and 85.215, Exception Provision, debarment or suspension of a participant in a program by one

agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [Board] and a person other than a procurement contract for goods or service, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C.23049g) and 41 U.S.C.253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. (The Board) may rely upon the certification of a prospective participant in a tier covered transaction that it and its principals are not debarred, suspended, for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Board shall require participants in lower tier covered transactions, to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

XXXIX. SEVERABILITY

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

XL. DISTRIBUTION

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

XLI. CONFIDENTIAL RECORDS

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

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

All confidential records must remain within the continental United States.

XLII. PROPRIETARY INFORMATION

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

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

XLIV. For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:

- a) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- b) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
- c) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.
- d) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

XLV. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235) "Debarment and Suspension." The Excluded Parties List System in

SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XLVI. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Board for an award greater than 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

XLVII. LICENSES, CERTIFICATIONS AND REGISTRATIONS

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

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

XLVIII. EXPENDITURE

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

XLIX. 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.

L. COMPLIANCE WITH SCHOOL BOARD POLICIES

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 620.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

LI. INDEMNIFICATION

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

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

LII. ADA COMPLIANCE

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

SECTION 5 - SPECIAL CONDITIONS

5.1 GENERAL INFORMATION

The purpose of this Invitation to Bid (ITB) is to establish a contract with preapproved vendors to furnish all labor, supervision, equipment, and materials necessary to repair playground equipment and surrounds, including replacement and/or new installations of playground equipment at Miami-Dade County Public Schools' facilities.

The term of the resulting agreement shall be for a period of three (3) years with two (2) successive options to renew of one-year each, all at the 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.

5.2 METHOD OF AWARD

The Procurement staff, assigned to this ITB, will evaluate and award all responsive and responsible bidders regularly engaged in the replacement and/or new installation of playground equipment. The recommendation for award will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final. The agreement between the successful proposer(s) and the Board will be non-exclusive.

Awarded Pre-approved Bidders will be contacted for services under this bid as follows:

- a. Projects under the current threshold of one-thousand dollars (1,000) may be awarded to bidders on a rotating basis.
- b. For projects over the threshold of one-thousand dollars (1,000), awarded pre-approved bidders will be invited to participate in a Request for Quote (RFQ). A M-DCPS authorized representative will arrange a site scope meeting with all awarded vendors, so that they may be fully acquainted with the conditions that exist and the work to be quoted for that specific project. Bidder will be required to submit a lump sum quote for the designated project to Procurement Management Services and/or Facilities Operations, Maintenance. The project will be awarded to the lowest responsive, responsible bidder, meeting specifications.
- c. For spot repairs, and emergency projects over the threshold of one-thousand dollars (1,000), awarded pre-approved bidders will be requested to complete a Time and Materials Quote Sheet after award of the bid. Vendors will be selected to perform time and materials repairs based upon: a) The submitted rates, b) The availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair, and c) The expertise of the vendor necessary to complete the type of repair needed.

5.3 BID SUBMISSION

The entire bid packet must be submitted either: (1) electronically via the e-bidding platforms Periscope S2G (previously known as BidSync) or DemandStar, or (2) an unbound original bid in a main sealed envelope or container (box), **along with an electronic submittal via Periscope S2G or DemandStar**. All bids must be submitted on 8 1/2" X 11" paper, neatly typed, with normal margins and spacing.

Bids must be received by the deadline for receipt of proposals specified in this ITB Timetable (Section 3).

For more information on how to submit an electronic bid via Periscope S2G or DemandStar, please refer to the instructions set forth in **Attachment 17**.

If submitting an unbound original bid, bids must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **One (1) electronic version via the e-bidding platforms Periscope S2G or DemandStar.**

The unbound original bid must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the bid number, bid title, and bid Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Miranda James
1450 NE 2nd Ave
Miami, FL 33132

Hand-carried bids may be delivered to the above address ONLY between the hours of 8:00 a.m. and 1:00 p.m., Mondays through Fridays. However, please note that bids are due on the date and at the time indicated in Section 3. Additionally, M-DCPS is closed on holidays observed by the District. Bids 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. Bid 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.

Bids must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a bid 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.

5.4 INSURANCE REQUIREMENTS

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

A. Workers' Compensation/Employer's Liability Insurance

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

Part One: "Statutory"

Part Two: \$100,000 Each Accident

\$500,000 Disease - Policy Limit

\$100,000 Disease - Each Employee

B. General Liability Insurance

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

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

\$ 1,000,000 General Aggregate

\$ 1,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive

endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000

Each Occurrence - Bodily Injury and Property Damage Combined

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

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

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

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

The bidder shall be responsible for assuring that the insurance remains in full force and effect for the duration of the contractual period, including any and all extension periods that may be granted to the bidder. The certificate of insurance shall contain the provision that the School Board be given no less than (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

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

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

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

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

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms. The application may be accessed through the following link: <https://miamidadeschools.diversitycompliance.com/?TN=miamidadeschools>

All small/micro, minority/women and veteran certifications must be completed online using the following link: <http://oeo.dadeschools.net/certification.asp> Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade

County, Florida, should contact the Office Of Economic Opportunity (OEO). Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement. A current list of certified small, micro, veteran and minority/women firms can be found online at: <https://miamidadeschools.diversitycompliance.com/?TN=miamidadeschools>.

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

5.6 REQUIRED SUBCONTRACTOR INFORMATION TO BE SUBMITTED BY THE BIDDER

If applicable, please indicate in your bid response the proposed percentage or dollar amount of the work to be assigned to the certified subcontractor, along with the scope of work the subcontractor will provide related to this solicitation. Bidder(s) are required to provide notification of certified subcontractor substitution within five (5) business days of any change. Please note that the substitution of subcontractor must have prior approval by the Office of Economic Opportunity. All substitution requests should be submitted on the Substitution Form.

5.7 WARRANTIES

- A. The vendor shall warrant the work and shall remedy any defects due to faulty materials or workmanship for a minimum of one (1) year from the date of final acceptance. M-DCPS reserves the right to request extended warranties for workmanship and/or equipment. The request for an extended warranty shall be included in the RFQ process. This provision shall not limit the warranty period for any product warranted by its manufacturer in excess of one year.
- B. This warranty shall be provided to the Board, in writing, at time of final invoicing.
- C. Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall remedy any defects, and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected within five (5) working days, upon receipt of the written notice. Vendor(s) who fail to address warranty issues during the term of this contract shall be subject to a potential default and responsibility hearing. Vendor(s) who fail to address warranty obligations after the expiration of the contract may be subject to debarment proceedings.
- D. Neither the final payment nor any provision in the contract documents shall relieve the vendor of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

5.8 CERTIFICATIONS

Projects that require a permit or bidders who intend to provide new installations must be prequalified contractors pursuant to Board Policy 6334 PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION.

SECTION 6 – SCOPE OF WORK

6.1 GENERAL

6.1.1 SUMMARY

A. Purpose

The purpose of this ITB is to establish a contract with preapproved vendors to furnish all labor, supervision, equipment, and materials necessary to repair playground equipment and surrounds, including replacement and/or new installations of playground equipment at Miami-Dade County Public Schools' facilities.

B. Working Day

The normal working hours for M-DCPS are between 7:00 a.m. to 11:00 p.m., Monday through Friday. As directed by the M-DCPS authorized representative, the vendor shall work during school off-hours, recess periods, Board authorized holidays or legal holidays, at no additional cost to the Board.

C. Site Inspection

1. The vendor shall be acquainted and familiarized with conditions as they exist and the operations to be carried out. The vendor shall make such investigations, as appropriate, to fully understand the facilities, difficulties and restrictions attending the execution of the work. The vendor shall also thoroughly examine and be familiar with all the specifications and references herein.
2. Failure or omission of the vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the vendor to additional compensation after a notice to commence is issued.

D. Emergency Response

Where an emergency is deemed to exist by the M-DCPS authorized representative, the vendor shall be required to respond. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action in any manner deemed to be in the best interests of the District and back charging the vendor all associated costs.

E. Inspection and Punchlist:

1. The M-DCPS authorized representative will monitor the vendor using appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted.
2. Progress Inspection:

At any time during the execution of projects performed under this contract, the M-DCPS authorized representative may, without notice to the vendor, inspect the work for quality of materials and/or installation. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative.

3. Final Inspection:

Upon completion of the work, the vendor shall notify the M-DCPS authorized representative, and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be completed within 10 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.

4. Stoppage of work

- a. M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS authorized representative or the Inspector;
- b. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.
- c. The vendor's activities result in damage to District Property
- d. The vendor's activities interfere with the normal operation of the facility or its program.
- e. Any other condition, situation, or circumstance which, in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.

F. Subcontracting

Subcontracting is permitted under this contract. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor.

G. Communication

All communications, including but not limited to specification of the scope of work, instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the vendor shall be in writing.

6.1.2 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidders must be properly licensed to perform the scope of the work described herein. Bidders must be certified by the manufacturer(s) they represent. Projects that require a permit or bidders who intend to provide new installations must be prequalified contractors pursuant to Board Policy 6334 PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION. Bidders must also possess a valid Local Business Tax Receipt (formerly known as Occupational License).
- B. Prior to award of this contract, the vendor shall provide a minimum of three letters of reference of similar work performed within the South Florida area, and shall include documentation of at least five years' experience in playground maintenance.
- C. Should signed and sealed drawings by a Florida Registered design professional be required for any work under this contract, such shall be considered incidental to the work, and shall be provided by the vendor. The cost for these services shall be made part of the proposal identified in these specifications. Said drawings shall be subject to review and approval by a Building Code Consultant assigned by the Miami-Dade County Public School's Building Officer.

- D. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- E. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- F. Vendor shall assure that no use of any controlled substance, including alcohol, shall occur on M-DCPS premises as outlined in Board Policy 1124 A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.
- G. Vendor shall insure that all of its personnel engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of its employees' qualifications.
- H. All personnel employed by the vendor, including any subcontractor and subcontractor's employees, when applicable, shall be screened pursuant to Board Policy 8475, and shall display at all times an identification badge issued pursuant to this screening. Employees without proper identification shall not be permitted on M-DCPS property.
- I. The vendor's employees, subcontractors and its employees, and any other personnel, including materialmen engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Further, interaction with M-DCPS site staff is also restricted to that which is absolutely necessary for the execution of the project. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.

6.1.3 REFERENCES

- A. Florida Building Code (FBC) - Latest Edition
- B. State Requirements for Educational Facilities (SREF) - Latest edition
- C. Occupational Safety and Health Act (OSHA)
- D. Miami-Dade County Public Schools Master Specifications Guidelines Section 02861 PLAYGROUND EQUIPMENT
- E. Other Master Specifications Guidelines as may be appropriate to specific projects.

(Note: These Master Specifications may be accessed on the Internet at: <http://facilities.dadeschools.net/servProvided.asp>)

6.1.4 DEFINITIONS

- A. Owner

Shall mean the School Board of Miami-Dade County, Florida, also referred to as M-DCPS or the Board.

- B. Site Representative

Shall mean the senior administrator or designee at the facility where services are being provided.

- C. M-DCPS authorized representative

Shall mean the individual/firm designated by the Owner to schedule, inspect and accept for payment, the work covered by this contract document.

Inspector

Shall mean an authorized representative of Facilities Operations, Maintenance.

D. Vendor

Refers to the person, firm or corporation authorized to do business with the School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.

E. Performance

Shall mean to furnish all supervision, labor, materials, equipment, transportation and services required for completion of the work.

F. Acceptance

Shall mean work that has been inspected and approved by M-DCPS as being completed in accordance with contract documents.

G. Punch List

Is a list of items, which have been identified, as not acceptable in accordance with the contract documents at time of inspection.

H. Emergency

Shall be determined by the M-DCPS authorized representative requiring a response from the vendor within twenty-four (24) hours.

I. Written Notice

Shall mean delivery of a certified or registered letter to the vendor's last known business address, or confirmed facsimile transmission to the Owner or vendor.

J. Project

Shall mean a specific planned undertaking consisting of the scope of work defined in the project site scope meeting described in Section 6.2.1 (A) of these specifications, including all work incidental thereto.

6.1.5 SUBMITTALS

- A. Vendor shall submit a proposal as described in Paragraph 6.2.1 (B) for each project.
- B. When applicable to the project, the vendor shall submit with the proposal manufacturers' specifications and Manufacturers' Safety Data Sheets (MSDS) for all products to be used.

6.1.6 PROJECT CONDITIONS

Project conditions will be identified individually. All pre-approved vendors shall, when contacted by the M-DCPS authorized representative, meet with the representative on-site and receive the scope of work for the project.

6.1.7 PERMITS

This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for the cost of obtaining this Permit. However, a building permit will be required for new installations, replacement or any work categorized as remodeling. The vendor will be responsible for obtaining such permits from the Miami-Dade County Public School's Building Code Compliance Office.

6.1.8 COORDINATION

A. Vendor Activities

1. Upon arrival and departure at the job site, the vendor's personnel shall check in and out with the main office. There are **NO EXCEPTIONS** to this mandate! When applicable, the vendor shall also coordinate construction activities, including materials delivery as well as trash and/or scrap materials removal, with schools' administrative offices in order to minimize disruption of the educational process.
2. The vendor is responsible for receiving all deliveries and must establish work schedule accordingly.

6.2 EXECUTION (EQUIPMENT REPLACEMENT OR NEW INSTALLATION)

6.2.1 PROJECT SITE SCOPE MEETING

- A. When notified in writing via facsimile, letter or other documented method, all interested preapproved vendors shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the vendors shall be required to participate in this site scope meeting within two working days of notification. Vendors not attending a project site scope meeting will not be allowed to offer a quote for that specific project.
- B. The vendors shall, within five (5) working days of the Project Site Scope Meeting, submit a detailed proposal to the Division of Procurement. This proposal shall contain, at a minimum, a list of materials, equipment, labor hours and sub-contractors, if any. If defined in the scope of work pursuant to section 2.00, (A), above, the vendors shall also submit five copies of shop drawings and /or designs. The proposal shall also contain the estimated time frame for project completion as mutually agreed upon during the Project Site Scope Meeting.
- C. The proposer submitting the lowest cost meeting specifications shall be awarded the project.

6.2.2 PROJECT EXECUTION

- A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in document, the requirements set forth in the scope definition provided by M-DCPS, the specific terms and conditions contained within the purchase order and the general terms and conditions of this contract.
- B. Vendor is responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.
- C. If, during the course of the work, any unforeseen hazards are encountered, the vendor is to immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

6.2.3 CHANGE OF SCOPE OF WORK

- A. After issuance of a purchase order and commencement of a project, the scope may be changed for any reason, including, but not limited to, unforeseen circumstance or owner's request. In order to maintain continuity, the M-DCPS authorized representative shall issue a request for quote (RFQ) to the vendor assigned the project. The time frame for response shall be stated in the RFQ.
- B. If the vendor does not respond within the time frame stipulated in the RFQ, M-DCPS may at its sole option, perform the work in any manner it deems in the best interest of the District, including cancellation of the original purchase order and compensating the vendor only for work performed and materials in place.
- C. If the vendor's proposal is acceptable, a supplemental purchase order will be issued for the additional work. If necessary, the original completion date may be adjusted by mutual agreement between the vendor and the M-DCPS authorized representative.

6.3 EXECUTION (CLEAN AND REPAIR)

- A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in appendices A, B and C, the specific terms and conditions contained within the purchase order and the general terms and conditions of this contract.
- B. If, during the course of the work, any unforeseen hazards are encountered, the vendor is to immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

6.4 PROTECTION AND CLEANUP

- A. The vendor shall take all necessary steps to provide a safe work environment for the occupants of the school and the general public in and around the work area and while the work is being performed. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract.
- B. During the execution of projects, the vendor shall take all necessary, ordinary and extraordinary precautions to insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. Any such damage shall be corrected by the vendor at the vendor's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- C. It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances.
- D. Vendor, its employees and /or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without expressed written permission prior to commencement of project from the M-DCPS authorized representative.
- E. Vendor's materials, equipment and tools which are not in use shall be stored in a secured location supplied by the vendor.
- F. M-DCPS is not responsible for loss of tools, equipment or supplies.
- G. Site shall be left in a "broom clean" condition upon completion of work.

- H. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.

6.5 TERMINATION AND REMEDY

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract, if material or procedures are used other than those specified.
- C. In the event that the vendor fails to comply with all of the terms and conditions of this contract, or fails to perform any of the services in a satisfactory manner in accordance with the stipulations of individual purchase orders, M-DCPS shall issue a written notice to the vendor, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the vendor, accomplish the work in any manner it chooses, with the cost of such work being borne by the vendor. Exercise of this provision shall not preclude the Owner from taking additional actions against the vendor, which may include declaring the vendor in default, and/or cancellation of the individual purchase orders issued to the vendor.
- D. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances, shall be borne solely by the vendor.

6.6 NON-EXCLUSIVITY

M-DCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, award of other contracts, or to perform the work with its own employees.

6.7 INVOICING

- A. The invoice document shall contain, as a minimum, the following information:
 - 1. M-DCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
 - 2. Scope of work performed.
 - 3. For Maintenance/ cleaning activities, a list of all personnel and hours for each site.
 - 3. Start and completion time and date(s) of work performed.
 - 4. Work location where services were provided.
 - 5. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
 - 6. Final release of claim from the vendor.
- B. Payment will only be made for actual installed materials and work performed, which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.

- C. Invoices shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.

6.8 REQUEST FOR QUOTATIONS

Requests for quotations will be issued to awarded vendors on a per item basis. Prices for such request for quotations must be fixed and firm for the duration of the specified period. For all items under \$1,000, the award of items will be based on a rotation of item requests. Failure to agree to the terms of the RFQ may disqualify vendors from future bidding on this ITB. The District, by requesting quotations, does not by implication commit itself to commencement or completion of any project.

6.9 AUDIT AND INSPECTION OF RECORDS

The vendor agrees that M-DCPS, or any of its agents or authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other books, records, and accounts pertaining to the work performed under this contract. Further, the vendor agrees to maintain all records related to this contract for a minimum of three years after completion of the contract.

SECTION 7 - BID SUMMARY EXCEL SPREADSHEET

Awarded Pre-approved Bidders will be contacted for services under this bid as follows:

- a. Projects under the current threshold of one-thousand dollars (\$1,000) may be awarded to bidders on a rotating basis.
- b. For projects over the threshold of one-thousand dollars (\$1,000), awarded pre-approved bidders will be invited to participate in a Request for Quote (RFQ). A M-DCPS authorized representative will arrange a site scope meeting with all awarded vendors, so that they may be fully acquainted with the conditions that exist and the work to be quoted for that specific project. Bidder will be required to submit a lump sum quote for the designated project to Procurement Management Services and/or Facilities Operations, Maintenance. The project will be awarded to the lowest responsive, responsible bidder, meeting specifications.
- c. For spot repairs, and emergency projects over the threshold of one-thousand dollars (\$1,000) awarded pre-approved bidders will be requested to complete a Time and Materials Quote Sheet after award of the bid. Vendors will be selected to perform time and materials repairs based upon: a) The submitted rates, b) The availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair, c) The expertise of the vendor necessary to complete the type of repair needed.

The Bidder shall offer all the elements of this ITB and meet all service requirements and specifications listed within Section 6.0 – Scope of Work, including furnishing labor, supervision, and materials necessary for this work.

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

The Remainder of this page was left intentionally blank.

SECTION 8 - FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

ATTACHMENT 1	COVER PAGE
ATTACHMENT 2	MAILING LABEL
ATTACHMENT 3	STATEMENT OF "NO BID"
ATTACHMENT 4	ACKNOWLEDGEMENT OF AMENDMENTS
ATTACHMENT 5	CONFLICT OF INTEREST
ATTACHMENT 6	DEBARMENT
ATTACHMENT 7	INSTRUCTIONS
ATTACHMENT 8	BIDDER'S PREFERENCE
ATTACHMENT 9	DRUG-FREE WORKPLACE (must be notarized)
ATTACHMENT 10	LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY (must be notarized)
ATTACHMENT 11	ANTI-COLLUSION STATEMENT
ATTACHMENT 12	BIDDER EXPERIENCE
ATTACHMENT 13	SUBMITTED BID DOCUMENT VERIFICATION FORM
ATTACHMENT 14	PROPOSAL SUBMITTAL RECEIPT FORM
ATTACHMENT 15	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
ATTACHMENT 16	BID OPENING INSTRUCTIONS
ATTACHMENT 17	REGISTRATION INSTRUCTIONS FOR PERISCOPE S2G AND DEMANDSTAR
APPENDIX A	PLAYGROUND MAINTENANCE CHECKLIST AND WORKSHEET
APPENDIX B	PLAYGROUND INSPECTION

ATTACHMENT 1 - COVER PAGE

Cover Page for Bid

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
BIDDER'S ORGANIZATIONAL STRUCTURE:		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ Other (Explain): _____		
IF CORPORATION,		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
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:		
BIDDER'S AUTHORIZED SIGNATURE		
The undersigned hereby certifies that this bid is submitted in response to this solicitation.		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

ATTACHMENT 2 - MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when MDCPS receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Bidder's Name:	
Bidder's Address:	
Bidder's Telephone Number:	
	<u>BID BOX</u>
	Miami-Dade County Public Schools Procurement Management Services Attn: Miranda James 1450 NE 2 nd Ave Miami, FL 33132
ITB No.: ITB-20-056-MJ	
ITB Title: Playground Equipment	
Proposal Due Date: Tuesday, August 31, 2021 by 1 p.m. ET	

ATTACHMENT 3 - STATEMENT OF “NO BID”

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

The School Board of Miami-Dade County, Florida
 Procurement Management Services
 1450 NE 2nd Avenue, Miami, Florida 33132
 Attn: Miranda James

This information shall help MDCPS in the preparation of future Bids.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Email: _____

√	Reasons for “No Bid”:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____

ATTACHMENT 4 - ACKNOWLEDGEMENT OF AMENDMENTS

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

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

Please include a signed copy of each addendum.

Addendum #1, Dated _____,	20__
Addendum #2, Dated _____,	20__
Addendum #3, Dated _____,	20__
Addendum #4, Dated _____,	20__
Addendum #5, Dated _____,	20__
Addendum #6, Dated _____,	20__
Addendum #7, Dated _____,	20__
Addendum #8, Dated _____,	20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

ATTACHMENT 5 - CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME:

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of MDCPS. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	MDCPS Title or Position of Employee	MDCPS Department/School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of MDCPS.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of MDCPS have been identified above.

Signature

Printed Name

ATTACHMENT 6 - DEBARMENT

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

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT 7 - INSTRUCTIONS

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 8 - BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME:

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

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

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

Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form.

Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must Select One)

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

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

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

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

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

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

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

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

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

SECTION 2

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY -

FLORIDA BIDDER MUST COMPLETE AND SIGN THIS SECTION AND HAVE IT NOTARIZED

ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS

(Must Select One)

_____ The Bidder's principal place of business is in the political subdivision of Miami-Dade County, Florida.

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

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

STATE OF FLORIDA
COUNTY OF _____

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

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT

TITLE

COMPANY NAME

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____

NOTARY SEAL

ATTACHMENT 9 - DRUG-FREE WORKPLACE

VENDOR NAME:

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ or

Produced Identification _____ Notary Public – State of _____

My commission expires: _____

(Type of Identification)

Form #4530 3/93

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

ATTACHMENT 11 - 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 or 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: _____

EMAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Revised 11/19/20

ATTACHMENT 12 – BIDDER EXPERIENCE

Bidder must submit three (3) completed Vendor Reference Survey Form with ITB. Understand that each agency may be contacted to verify the validity of the partnership between the Bidder and the Agency/Client.

Reference for: ITB-20-056-MJ Playground Equipment

Bidder's Name: _____

Agency (Client) Name: _____

Agency Contract: _____

Dollar Amount of Contract: _____

Brief description of product/services provided: _____

Please rate your experience with the vendor/bidder.

Please use the following scale to answer the questions:

Rating: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the delivery accuracy of Vendor _____
2. Rate the packaging of the Vendor _____
3. Rate the Vendors' ability to meet delivery deadlines. _____
4. Rate competency and accessibility of the Vendor. _____
5. Rate the Vendor's success in dealing with problems/issues. _____
6. Rate the Vendor's knowledge of product provided. _____
7. Rate the success at warranty resolution. _____
8. Rate the accuracy and completeness of invoices and payment applications. _____
9. Rate the level of comfort and confidence you had in the Vendor. _____
10. Rate the overall performance of the Vendor. _____
11. Would you buy from them again in the future? _____

Additional Comments: _____

Evaluator Name: _____ Title: _____

(Please print – Person completing survey)

Evaluator Signature: _____ Date: _____

(Person completing survey)

Evaluator Phone: _____ Evaluator Email: _____

Reference Verified By: _____ Date: _____

(Please print)

ATTACHMENT 13 - SUBMITTED BID DOCUMENT VERIFICATION FORM

All bidders are required to submit the following information to be considered for award. Failure to submit any of the required documents with the bid will cause the bidder to be considered nonresponsive and ineligible for further consideration. Each bidder must include the following information within their submittal:

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. Three (3) references from organizations that have performed similar work within the South Florida area, and shall include documentation of at least five (5) year's experience in playground maintenance. This must be documented on Attachment 12, Bidder Experience form, whereby each bidder uses one form per reference.		
d. Submission of all documentation/information stated in this ITB, including, without limitation, the documentation, information and/or plans stated in Sections 5, 6, and 7 of this ITB, as well as the required forms and attachments, as stated in Section 8 of this ITB.		
e. If applicable, please indicate <u>in your bid response</u> the proposed percentage or dollar amount of work to be assigned to a certified subcontractor, if any, along with the scope of work the certified subcontractor will provide related to this solicitation.		
f. Provide a copy of your Equipment Installation Certification from IPEMA or CPI.		
g. A valid Contractor Prequalification Certificate at the time of bid.		
h. All required and applicable Attachments (1-15)		

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

Name of Bidder: _____

Signature of Bidder's Authorized Representative

Date

Printed Name

Title

For Internal Use Only:

Signature of Originating Department (as applicable)

Date

Printed Name

Title

Procurement Staff Name/Signature

Date

ATTACHMENT 14 - PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the guidelines stated in the Instructions to Bidders. 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. Please complete the following form and attach the form to the outside of your firm's bid response.

ITB Name and Number:	ITB-20-056-MJ Playground Equipment
ITB Due Date:	Tuesday, August 31, 2021 by 1:00 p.m. ET
Bidder's Name	
Business 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:	

ATTACHMENT 15 - FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

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

ITB or Contract No. _____

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

STATE OF _____
COUNTY OF _____

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

1. The business addresses of _____ (name of proposer or contractor) is _____.

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

3. I understand that a public entity as defined in Section 287.133 of the Florida 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 Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor has been convicted of a public entity crime.

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

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

Affiant's Signature

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

ATTACHMENT 16 - BID OPENING INSTRUCTIONS

ITB-20-056-MJ PLAYGROUND EQUIPMENT

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Tuesday, August 31, 2021 at the M-DCPS School Administration Building located at 1450 NE 2nd Ave, Miami, FL 33132**, in a main sealed envelope or container (box), and via the e-bidding platforms Periscope S2G or DemandStar.

For bid submittal requirements or instructions, please refer to **Section 5.3** of this ITB.

INSTRUCTIONS: Bidders can drop off their bids at the bid box at the 2nd Avenue entrance to the MDCPS School Board Administration Building. Bidders should place security badge on the outside of their bid submissions. A picture ID is required to enter the premises.

The bid opening will take place virtually via zoom.

Tuesday, August 31, 2021 at 2:00 p.m. ET
Meeting ID: 963 8325 8347
Passcode: 978824
One tap mobile
+16468769923,,96383258347# US (New York)
+13017158592,,96383258347# US (Germantown)

SPECIAL INSTRUCTIONS: Bidders are required to practice social distancing guidelines when visiting the School Board Administration Building or any other MDCPS site.

- ❖ Bidders will not be allowed on site without a face mask.
- ❖ Bidders will not be allowed to comingle.
- ❖ Bidders must stay 6 feet apart from others.
- ❖ Please only have 1 representative from your firm drop off the bid.

Should you have any trouble locating the site please call (305) 995-4288.

ATTACHMENT 17 –REGISTRATION INSTRUCTIONS

PERISCOPE S2G REGISTRATION INSTRUCTIONS:

To register for free as a vendor in the Periscope S2G system (previously known as BidSync), you must complete the registration form. Once your application has been submitted, the activation process may take up to 24 hours.

1. Navigate to the Periscope S2G page by going to:

<https://prod.bidsync.com/miami-dade-county-public-schools>

2. Click on **Register For Free**.
3. On the **Account Information** page, fill in your **E-mail address**. The system will determine if this email address is already associated with an existing account.
4. Once your email address is confirmed as **not** already registered, enter in the rest of your user information.
5. Enter in demographic information and check the box indicating agreement and understanding to the Terms and Conditions of use.
6. An email is sent with a link to verify your email address and begin setting up your business profile.
7. If you need to have your account confirmed immediately, or if you need further assistance, please contact Periscope S2G Support at (800) 990-9339.

DEMANDSTAR REGISTRATION INSTRUCTIONS:

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

1. Navigate to the DemandStar page by going to:

<https://www.demandstar.com/app/registration>.

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

APPENDIX A

PLAYGROUND MAINTENANCE CHECKLIST AND WORKSHEET

FACILITY NAME

LOCATION

Date

--

NAME AND SIGNATURE OF PERSON LEADING THE INSPECTION

NAME

SIGNATURE

--

ASSESSMENT

<i>SURFACE</i>			
Is there adequate protective surface under/around the equipment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the surface material deteriorated, damaged seams or delaminated?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the surface material clean and free from foreign objects, debris, glass or mildew? (discoloration ?)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>PLAYGROUND EQUIPMENT</i>			
Is the equipment free from sharp points, corners or edges?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Are any protective caps or plugs missing or damaged?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the equipment free of potential clothing, jewellery or other personal item entanglement hazards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the playground area free of tripping hazards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the equipment free from rot, rust, cracks and splinters?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Are there any broken or missing components on the equipment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is there any presence of graffiti?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is there delamination of the protective vinyl covering on landings, stairs, etc.?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is any part of the equipment insecure, unstable, loose, or apparently unsturdy, for any reason?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>SHADE STRUCTURE</i>			
Does the playground unit have a shade structure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the shade structure tight and secure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the shade structure fabric torn or have any rips or holes?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the tension system properly attached allowing for fabric removal?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>SURROUNDING AREA</i>			
Are the access gates operational?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Is the perimeter curb cracking, broken or missing?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Is the perimeter fence in good condition?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
---	------------------------------	-----------------------------	------------------------------

PLAYGROUND EQUIPMENT			
All bolts and clamps were tightened.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Shade pulley system cleaned and lubricated.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Play equipment and poles were wiped down and cleaned.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
ARTIFICIAL TURF			
Turf area cleaned of all debris.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
New infill added to turf.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Delaminated seams repaired.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Entire turf area properly, mechanically swept.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Entire turf area treated for electromagnetic static.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
POURED IN PLACE SURFACE			
PIP area cleaned of all debris.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Delaminated areas repaired.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resealed entire PIP area.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
COMMENTS:			

APPENDIX B

SCOPE OF WORK

PLAYGROUND INSPECTION

INSPECTION ASSESSMENT

SURFACE

1. Inspect surface material to ensure adequate protective surface under/around the equipment.
2. Inspect the surface material for deterioration, damaged seams or delamination?
3. Inspect the surface material for cleanliness and free from foreign objects, debris, glass or mildew?

PLAYGROUND EQUIPMENT

1. Inspect all equipment for sharp points, corners or edges.
2. Inspect any protective caps or plugs- missing or damaged.
3. Inspect the equipment to ensure free of potential clothing entanglement hazards.
4. Inspect the playground area to ensure free of tripping hazards.
5. Inspect the equipment for presence of rot, rust, cracks and splinters.
6. Inspect the equipment for any broken or missing components.
7. Inspect for any presence of graffiti.
8. Inspect all equipment landings, steps, bridges, etc. for delamination of the protective vinyl covering.
9. Inspect the durability of equipment, included all nuts and bolts to ensure the unit is sturdy.

SHADE STRUCTURE

1. Does the playground unit have a shade structure?
2. Inspect connection points to ensure tight fabric.
3. Inspect shade structure for torn fabric or have any rips or holes?
4. Inspect the tension system to ensure it is properly attached allowing for fabric removal.

SURROUNDING AREA

1. Inspect all entrance gates for proper operation.
2. Inspect curbing for cracks, broken or missing pieces.
3. Inspect the perimeter fencing.

Financial Services
Mr. Ron Y. Steiger, Chief Financial Officer

**SUBJECT: AWARD INVITATION TO BID NO. ITB-20-056-MJ –
 PLAYGROUND EQUIPMENT**

COMMITTEE: FISCAL ACCOUNTABILITY & GOVERNMENT RELATIONS

**LINK TO STRATEGIC
PLAN: EFFECTIVE AND SUSTAINABLE OPERATIONAL PRACTICES**

Procurement Management Services, at the request of Facilities Operations, released the above-referenced solicitation. The purpose of this Invitation to Bid (ITB) is to establish a contract with preapproved vendors to furnish all labor, supervision, equipment, and materials necessary to repair playground equipment and surrounding areas, including replacement and/or new installations of playground equipment at Miami-Dade County Public Schools' facilities. This is a term bid which states that the Board may purchase services, as may be needed, but is not obligated to purchase any guaranteed amount. This ITB was advertised on the Procurement Management Services website, as well as Periscope S2G and DemandStar. The solicitation was shared with the District's Office of Economic Opportunity (OEO) for additional community outreach.

The initial term of the bid shall be for a period of three (3) years, commencing December 15, 2021 through December 14, 2024, and may, by mutual agreement between The School Board of Miami-Dade County, Florida, and the successful bidders, be extended for two (2) additional one (1) year periods.

The Goal Setting Committee recommended that this solicitation be open.

Six (6) vendors responded to this advertised bid. Based on the criteria listed in the solicitation, the contract will be awarded to six (6) vendors of which one (1) is certified.

M-DCPS OEO staff verified the Small, Micro, Veteran and/or M/WBE certification status of the firm(s).

Fund Source
Various

RECOMMENDED: That The School Board of Miami-Dade County, Florida:

1. **AWARD INVITATION TO BID NO. ITB-20-056-MJ – PLAYGROUND EQUIPMENT**, to establish a contract with preapproved vendors to furnish all labor, supervision, equipment, and materials necessary to repair playground equipment and surrounds, including replacement and/or new installations of playground equipment at Miami-Dade County Public Schools' facilities, during the term of the bid, with an effective date of December 15, 2021 through December 14, 2024, and may, by mutual agreement between The School Board of Miami-Dade County, Florida, and the successful bidders, be extended for two (2) additional one (1) year extension periods thereto, as follows:
 - A. **ADVANCED RECREATIONAL CONCEPTS, LLC**
3125 SKYWAY CIRCLE
MELBOURNE, FL 32934
OWNER/OFFICER: LAZARO GONZALEZ
 - B. **CHOPPER'S CONSTRUCTION CORP.**
12011 SW 114TH PLACE
MIAMI, FL 33176
OWNER/OFFICER: JOSE R. FONSECA
 - C. **INDUSTRIAL SHADEPORTS, INC.**
6600 NW 12TH AVENUE, SUITE 220
FORT LAUDERDALE, FL 33309
OWNER/OFFICER: STANLEY D. BREITWEISER
 - D. **LANIER PLANS, INC. DBA KORKAT**
221 CABLE INDUSTRIAL WAY
CARROLLTON, GA 30117
OWNER/OFFICER: SHANE LANIER
 - E. **LEADDEX CORPORATION** **SBE/MWBE**
1581 NW 88TH AVENUE
DORAL, FL 33172
OWNER/OFFICER: FRANK J. FONSECA
HISPANIC AMERICAN
 - F. **PLAYMORE WEST, INC. DBA PLAYMORE RECREATIONAL PRODUCTS AND SERVICES**
10271 DEER RUN FARMS ROAD, SUITE 1
FORT MYERS, FL 33966
OWNER/OFFICER: RYAN J. RUSSELL

2. **AUTHORIZE** Procurement Management Services to purchase up to the total estimated amount of \$1,500,000 for the initial contract term and an amount not to exceed \$500,000 for each subsequent one (1) year extension period. Board authorization of this recommendation does not mean the amount shown will be expended.

SECTION 1 Bid Details

Agency Name	Miami-Dade County Public Schools
Bid Writer	Miranda James
Bid ID	ITB-20-056-MJ-0-2021/MJ
Bid Type	ITB - Invitation to Bid
Broadcast Date	Aug 4, 2021 3:58pm (EDT)
Fiscal Year	2021
Due	Sep 9, 2021 1:00pm (EDT)
Bid Status Text	None
Additional Registration (NEW)	NONE

SECTION 2 Awarded To

Supplier	Amount
Playmore West, Inc.	No Award Amount Given
Lanier Plans, Inc dba KorKat	No Award Amount Given
Chopper's Construction	No Award Amount Given
Industrial Shadeports Inc	No Award Amount Given
Leadex Corporation	No Award Amount Given
Play Space Services, Inc.	\$0.00

SECTION 3 Scope of Work

The purpose of this Invitation to Bid (ITB) is to establish a contract with pre-approved vendors to furnish all labor, supervision, equipment, and materials necessary to repair playground equipment and surrounds, including replacement and/or new installations of playground equipment at Miami-Dade County Public Schools' facilities.

SECTION 4 Documents

Download all documents

Filename	Type	File Type	File Size	Date Modified	Status
Award	Award Document	PDF	102.39 KB	Jan 5, 2022	Complete
ADDENDUM 2	Addendum	PDF	324.97 KB	Aug 30, 2021	Complete
ADDENDUM 1	Addendum	PDF	191.43 KB	Aug 12, 2021	Complete
ITB-20-056-MJ	Bid Document / Specifications	PDF	698.08 KB	Aug 4, 2021	Complete

SECTION 5 eBidding Info

Require Suppliers To Enter Bid Yes
Amount

View Supplier Info on eBid Responses Tab Fully Sealed - no information is visible to you until the due date and time.

SECTION 6 Distribution Info

Bid Bond	None
Plan (blueprint)	None
eBidding	Yes
Distributed By	DemandStar
Distribution Method	Download
Distribution Options	Bid has no blueprints associated with it

SECTION 7 Publications

[View Legal Ad](#)

SECTION 8 Pre-Bid Conference

Thursday, August 19, 2021 at 10am EST

Via Zoom at:

Meeting ID: 941 5241 2064

Passcode: 008747

One tap mobile

+13126266799,,94152412064# US (Chicago)

+16468769923,,94152412064# US (New York)

SECTION 9 Statistics

Planholders	There are 18 Planholders for this bid.	
Filtered	No	
Broadcast List	249 Suppliers have been notified	Export
Post-Bid Viewers	There are 14 Post-Bid viewers	
Supplemental Suppliers	0 Supplemental Suppliers	

SECTION 10 Commodity Code

[\[016-931-65\]](#) Park, Playground, and Swimming Pool Equipment Maintenance and Repair

[\[022-650-00\]](#) PARK, PLAYGROUND, RECREATIONAL AREA AND SWIMMING POOL EQUIPMENT AND SUPPLIES

[\[022-988-73\]](#) Playground Equipment Maintenance and Repair, Including Installation and Removal



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement Management Services
 1450 N.E. 2nd Avenue, Room 650
 Miami, FL 33132

Direct All Inquiries To
 Procurement Management Services
 Buyer's Name: Miranda James
 PHONE: (305) 995- 1621
 Email: mjames@dadeschools.net
 TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

Date: 8/12/2021

Addendum No. 1

BID/RFP No. ITB-20-056-MJ BID/RFP TITLE: Playground Equipment

This addendum modifies the conditions of the above-referenced BID/RFP as follows:

The pre-bid conference date has been changed to Thursday, August 19, 2021 at 10 a.m. EST. All other terms and conditions apply.

All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>

The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid. If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package.

I acknowledge receipt of Addendum Number 1

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

SECTION 3 - CALENDAR

ITB Release Date	Wednesday, August 4, 2021
Pre-Bid Conference*	Thursday, August 19, 2021 at 10 a.m. ET
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 941 5241 2064 Passcode: 008747 One tap mobile +13126266799,,94152412064# US (Chicago) +16468769923,,94152412064# US (New York)
Deadline for Questions	Thursday, August 19, 2021 at 5:00 p.m. ET
Bid Due Date/Time	Tuesday, August 31, 2021 at 1:00 p.m. ET
Virtual Bid Opening Meeting:	Tuesday, August 31, 2021 at 2:00pm ET
Bid Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) (See instructions on Attachment 16)
Projected Board Approval of Contract	November 2021
The contact person for this ITB is:	Miranda James
Email Address:	mjames@dadeschools.net
Telephone:	(305) 995-1621
Fax:	(305) 995-2307

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



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement Management Services
 1450 N.E. 2nd Avenue, Room 650
 Miami, FL 33132

Direct All Inquiries To
 Procurement Management Services
 Buyer's Name: Miranda James
 PHONE: (305) 995- 1621
 Email: mjames@dadeschools.net
 TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

Date: 8/30/2021

Addendum No. 2

BID/RFP No. ITB-20-056-MJ BID/RFP TITLE: Playground Equipment

This addendum modifies the conditions of the above-referenced BID/RFP as follows:

The due date for this solicitation has been changed to Thursday, September 9, 2021 at 1pm ET. All other terms and conditions apply.

All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>

The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid. If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package.

I acknowledge receipt of Addendum Number 2

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

SECTION 3 - CALENDAR

ITB Release Date	Wednesday, August 4, 2021
Pre-Bid Conference*	Tuesday, August 17, 2021 at 10 a.m. ET
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 941 5241 2064 Passcode: 008747 One tap mobile +13126266799,,94152412064# US (Chicago) +16468769923,,94152412064# US (New York)
Deadline for Questions	Tuesday, August 17, 2021 at 5:00 p.m. ET
Bid Due Date/Time	Thursday, September 9, 2021 at 1:00 p.m. ET
Virtual Bid Opening Meeting:	Thursday, September 9, 2021 at 2:00pm ET
Bid Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) (See instructions on Attachment 16)
Projected Board Approval of Contract	November 2021
The contact person for this ITB is:	Miranda James
Email Address:	mjames@dadeschools.net
Telephone:	(305) 995-1621
Fax:	(305) 995-2307

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

ATTACHMENT 2 - MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when MDCPS receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Bidder's Name:	
Bidder's Address:	
Bidder's Telephone Number:	
	<u>BID BOX</u>
	Miami-Dade County Public Schools Procurement Management Services Attn: Miranda James 1450 NE 2 nd Ave Miami, FL 33132
ITB No.: ITB-20-056-MJ	
ITB Title: Playground Equipment	
Proposal Due Date: Thursday, September 9, 2021 by 1 p.m. ET	

ATTACHMENT 14 - PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the guidelines stated in the Instructions to Bidders. 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. Please complete the following form and attach the form to the outside of your firm's bid response.

ITB Name and Number:	ITB-20-056-MJ Playground Equipment
ITB Due Date:	Thursday, September 9, 2021 by 1:00 p.m. ET
Bidder's Name	
Business 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:	

ATTACHMENT 16 - BID OPENING INSTRUCTIONS

ITB-20-056-MJ PLAYGROUND EQUIPMENT

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Thursday, September 9, 2021 at the M-DCPS School Administration Building located at 1450 NE 2nd Ave, Miami, FL 33132**, in a main sealed envelope or container (box), and via the e-bidding platforms Periscope S2G or DemandStar.

For bid submittal requirements or instructions, please refer to **Section 5.3** of this ITB.

INSTRUCTIONS: Bidders can drop off their bids at the bid box at the 2nd Avenue entrance to the MDCPS School Board Administration Building. Bidders should place security badge on the outside of their bid submissions. A picture ID is required to enter the premises.

The bid opening will take place virtually via zoom.

Thursday, September 9, 2021 at 2:00 p.m. ET
Meeting ID: 963 8325 8347
Passcode: 978824
One tap mobile
+16468769923,,96383258347# US (New York)
+13017158592,,96383258347# US (Germantown)

SPECIAL INSTRUCTIONS: Bidders are required to practice social distancing guidelines when visiting the School Board Administration Building or any other MDCPS site.

- ❖ Bidders will not be allowed on site without a face mask.
- ❖ Bidders will not be allowed to comingle.
- ❖ Bidders must stay 6 feet apart from others.
- ❖ Please only have 1 representative from your firm drop off the bid.

Should you have any trouble locating the site please call (305) 995-4288.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq. Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/22/2023
SUBJECT: 6125 Stallion Way Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

Thomas H. Summers Jr. ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 6125 Stallion Way. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to 6125 Stallion Way, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

As a condition, and in consideration, of this Resolution being adopted, the Owner agrees that they shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/7/2023	Resolution
Agreement	6/6/2023	Agreement

RESOLUTION NO. 2023 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6125 STALLION WAY, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Thomas H. Summers Jr. ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 6125 Stallion Way, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 3. A certified copy of this Resolution shall be provided to the City of Cooper City.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2023 on a motion by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2337.01

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Non Residential - Outside the City)

FOR: Thomas H Summers Jr

(NAME OF OWNER)

LOCATION: 6125 Stallion Way, Southwest Ranches, FL 33330

THIS AGREEMENT effective this 11th day of May, 2023, is made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Thomas H Summers Jr, an individual/ or commercial customer with a property address of 6125 Stallion Way, Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water or sewage disposal service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water or sewer services outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, the Cooper City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is defined for nonresidential / commercial customers in Section 19-72 of the CITY’s Code of Ordinances, as may be amended from time to time.
- C. The term PROPERTY refers to the real property described in Exhibit “A” attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City Commission.

PART II - OWNER’S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Non-Residential# ERC's @ \$1,370.89 Per ERC
Total ERC's 5

CONTRIBUTION (SEWER)

Non-Residential# _____ ERC's @ _____ Per ERC
Total ERC's _____ (SEWER)

OWNER has paid to CITY the sum of \$6,854.45 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water distribution service or sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service or sewage collection service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service or sewage collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY's sole obligation shall be to refund OWNER's contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water distribution service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, Owner's successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

M. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above, and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER:

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:

Thomas H Summers Jr

6125 Stallion Way

Southwest Ranches, FL 33330

FOR THE TOWN OF _____:

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF COOPER CITY:

ATTEST:

BY: _____
MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

BY: _____
CITY MANAGER

DATE: _____

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER:

BY: THOMAS H. SUMMERS JR

NAME: [Signature]

DATE: 5/11/2023

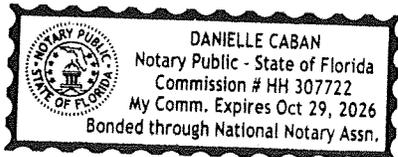
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of May, 2023, by Thomas H. Summers Jr. (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced Drives License as identification.

WITNESS my hand and official seal, this 11th day of May, 2023.

Danielle Caban
NOTARY PUBLIC STATE OF FLORIDA
Danielle Caban

My commission expires:



THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____
STEVE BREITKREUZ

TITLE: MAYOR

CITY CLERK

DATE: _____

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires: