

**District School Board of Indian River County, Florida  
6500 - 57<sup>th</sup> Street, Vero Beach, FL 32967**

If a person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, he will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

INVOCATION: Shortly before the opening gavel that officially begins a School Board meeting, the Chairman will introduce the Invocation Speaker. No person in attendance is or shall be required to participate in this observance and the personal decision of each person regarding participation will have no impact on his or her right to actively participate in the School Board's business meeting.

**Date: October 9, 2018**

**Time: 6:00 p.m.**

**Room: Joe N. Idlette, Jr. Teacher Education Center (TEC)**

**Business Meeting Agenda**

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
  - A. Fellsmere Elementary School – Sara Dipardo**
  - B. Short Video on School Initiatives**
  - C. Healthier US School Challenge Award Presentation**
  - D. Florida Healthy School District 2018-2020 Silver Status Recognition – Eric Stern**
  - E. Casual for a Cause Check Presentation – Substance Awareness Council**
  - F. FSA Perfect Scores – Middle School**
- ADD ON:**
  - G. Kindness Ninja Recognition**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Rendell**
    - 1. 2018-09-25-Superintendent's Workshop Minutes
- ADD ON:**
  - 2. 2018-09-25 Business Meeting Minutes  
Superintendent recommends approval.

**B. Approval of Personnel Recommendations – Dr. Purcell**

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

**C. Approval of Out of Field Teachers Report – Dr. Jayne Purcell**

Attached is the Out-of-Field Teachers Report for the first semester of the 2018-2019 school year. This report includes teachers who are out-of-field for course and ESOL. Superintendent recommends approval.

**D. Approval of Donations – Dr. Rendell**

1. Sebastian River High School received a donation in the amount of \$1,000 from Earl and Carol Adams. The funds will be used to benefit the Sebastian River High School Wrestling Boosters. A donation in the amount of \$1,000 was received from Rhoades Air & Heat, Inc. The funds will be utilized by the Sebastian River High School Wrestling Boosters for the Wrestling Program. A donation in the amount of \$1,500 was received by Vatland Chrysler Dodge Jeep RAM. The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for students; for the celebration of the 25<sup>th</sup> Anniversary of Sebastian River High School. Superintendent recommends approval.

**E. Approval of Renew Co-Op (Bid) #2014-23-04 for Milk Products Districtwide to McArthur Dairy, LLC – Dr. Rendell**

The purpose and intent of this renewal is to continue to secure firm pricing for milk products for the Food & Nutrition Services Department within the District. The Food & Nutrition Services Department is requesting approval to renew this bid from October 9, 2018 through July 30, 2019 and for approval to issue all subsequent purchase orders for the purchase and delivery of milk products district wide. This co-op bid was awarded to Dean Dairy Holdings, LLC dba McArthur Dairy, LLC and includes St. Lucie, Martin, and Okeechobee school districts. The financial impact to the District for a one year period is \$570,000. Milk products are offered as a menu component for the National School Breakfast, Lunch & Snack Programs and are an a la carte beverage for sale within various elementary, middle and high schools. The breakfast, lunch and snack meal components are reimbursed by the United States Department of Agriculture therefore there is no net cost to the District. All pricing, terms and conditions shall be firm for the term of this bid; October 9, 2018 through July 30, 2019. The awardee agrees to this condition by signing the renewal letter. See attached backup. Superintendent recommends approval.

VII. ACTION AGENDA

**A. Approval of 2018-2019 Supplemental Instructional Leader for English Language Learners Grant - Mrs. Dampier**

The purpose of this discretionary competitive grant is to improve the education of English Language Learners by increasing language proficiency and ability to meet the same challenging content and student achievement standards as all children are expected to meet through the support of a supplemental instructional support leader. The project period is through June 30, 2019. Through a competitive process at the Florida Department of Education, the District has been awarded \$75,000.00. Superintendent recommends approval.

**B. Approval of Release of Final Payment to Kerns Construction & Property Management, Inc. for the Indian River Academy Single Point of Entry Project (SDIRC #18-0-2018JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$13,989.70 to Kerns Construction & Property Management, Inc. for the Indian River Academy Single Point of Entry Project (SDIRC #18-0-2018JC). On April 24, 2018, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Indian River Academy Single Point of Entry Project in the amount of \$155,882.00 (\$135,882.00 Contractors Bid Price/\$20,000.00 Owner Added Contingency); with the final construction cost for this project totaling \$139,897.00. The unused portion of the contract in the amount of \$15,985.00 is the remaining balance of the owner added contingency. The contract amount does not include Architectural fees totaling \$19,950.00, for an overall total project cost of \$159,847.00. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. Superintendent recommends approval.

**C. Approval of Agreement for Contracted Services for Solid Waste Collection Services. – Mr. Teske**

Approval is recommended for the Agreement of Contracted Services between the School District of Indian River County and Waste Management Inc. of Florida. The purpose of this agreement is to establish a contract at fixed firm prices for Solid Waste collection services for 57 school district -owned containers at 27 district schools and facilities. The cost of this service shall be \$4.88 per cubic yard. Collection parameters shall mirror that as outlined in the **Miami Dade County Public Schools ITB-16-021-AC** scope of work, with minor adjustments as dictated by the School District of Indian River County. The financial impact to the District for a one- year period is **\$247,123.20**. This agreement shall commence on October 29<sup>th</sup>, 2018 through October 28<sup>th</sup>,2019. The contract may, by mutual agreement between the School District and the awardee, be renewed for two additional one-year periods. The Physical Plant Department recommends award to Waste Management Inc. of Florida. See attached backup. Superintendent recommends approval.

**D. Approval of Appointment of Two (2) Employees to the Equity Committee – Chairman Frost**

At the September 25, 2018 Business Meeting, it was discussed, the recently approved Joint Plan for the Achievement of Unitary Status includes the creation of an Equity Committee which reports to the School Board on such matters as monitoring and documenting compliance with components of the Joint Plan, and making recommendations regarding progress in attaining unitary status. The Equity Committee is composed of five (5) members, two (2) of which are appointed by and currently employed by the School Board. The School Board is required to appoint its members within thirty (30) days of the Court's approval of the Joint Plan, or no later than October 13, 2018. All Equity Committee members serve in a voluntary capacity for renewable terms of one (1) year, and must be residents of Indian River County. The Equity Committee meets on a quarterly basis, is required to present a public report to the School Board by the first Monday in November each year, and is required to convene a public meeting with the School Board and the Executive Committee of the Indian River NAACP on an annual basis. Board members will discuss possible appointees, review the applications, and vote on the appointments.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

Any invocation that may be offered before the official start of the School Board business meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the School Board pursuant to Resolution #2015-08. The views and beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the School Board and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to express allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the School Board. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.



Anyone who needs a special accommodation to participate in these meetings may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in before the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Joe N. Idlette, Jr. Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, Fl 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at [www.indianriverschools.org/iretv](http://www.indianriverschools.org/iretv). The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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The District School Board of Indian River County met on September 25, 2018, at 1:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, and Board Members: Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Vice Chairman Charles G. Searcy and Board Member Dale Simchick were absent.

### Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 1:00 p.m.
- II. Purpose of the Meeting  
Chairman Frost recognized Dr. Rendell. Dr. Rendell reviewed the presentations that were going to be covered today at the workshop. He also explained the workshop was to provide the Board with information.
- III. Presentations
  - 1) Waste Management Update  
Dr. Rendell introduced Bob Michael along with the presenters from Waste Management and explained the second portion of the presentation would be with our own staff, including Jon Teske, Anne Rieben, Jeff Carver, and Bob Michael. Mr. Michael, Physical Plant Director, started off by introducing Ms. Dina Reider-Hicks, Public Affairs Manager from Waste Management. He explained she and the members of her team would be presenting their company to the Board Members and viewers. Mr. Michael then turned it over to Ms. Reider-Hicks. She reviewed their PowerPoint presentation along with introducing her team members. Ms. Reider-Hicks went over the history and the service in which Waste Management provides. Mr. Glenn Miller, Safety Manager, spoke about the safety within the company. He reviewed with the Board, the safety portion of the PowerPoint. Each of the Board Members questions were answered. The Board thanked the entire Waste Management group for coming and took a one minute break to set up for the next set of presenters, which were from the District.  
  
Chairman Frost reconvened the workshop at 1:19 p.m. He recognized Dr. Rendell. At which time, Dr. Rendell introduced the presenters: Jon Teske, Assistant Superintendent of Operations; Bob Michael, Physical Plant Director; Jeff Carver, Purchasing Director; and Anne Rieben, Coordinator of Custodial Services. Each presenter took an opportunity to share information along with taking the Board Members through the PowerPoint presentation. The Board Members had several questions and each of the questions were answered.

Chairman Frost called for a break at 1:58 p.m. The Workshop was reconvened at 2:05 p.m.

2) MutualLink Security solutions/Rave Panic Application Software

Chairman Frost recognized Dr. Rendell. Dr. Rendell introduced Mr. Jon Teske, Assistant Superintendent of Operations. Mr. Teske prefaced the presentation along with introducing the presenters. They were: Bob Michael, Physical Plant Director; Brian Bender, Technology Services Director; Jeff Kelly, National Field Trainer – MutualLink, Inc.; and Captain Richard Francis, Security Director – Seminole County Schools. Indian River Sheriff's Department had representation at the workshop as well. This was in case of any questions to them. Jeff Kelly started off with the PowerPoint presentation and additional explanations as he went through the slides. Mr. Kelly and Captain Francis reviewed the entire program and how it works. They answered all of the questions from the Board Members. The Board Members thanked everyone for coming.

Chairman Frost called for a break at 3:08 p.m. The Workshop was reconvened at 3:12

3) Instructional Material for 2018/2019

Chairman Frost recognized Dr. Rendell. Dr. Rendell introduced Mrs. Pamela Dampier, Assistant Superintendent of Curriculum and Instruction; Mrs. Kelly Baysura, Executive Director of Primary Education; and Dr. Kathrine Pierandozzi, Executive Director of Secondary Education. At which time, Dr. Rendell turned the presentation over to Mrs. Dampier. Mrs. Dampier, Mrs. Baysura, and Dr. Pierandozzi shared a PowerPoint presentation with the Board. This was to review the timeline of the process, and the entire process they will follow. They all discussed the Committee Meetings and the members of the Committee. The presenters answered the Board Members questions. The Board thanked everyone for coming.

IV. ADJOURNMENT – Chairman Frost  
Workshop adjourned at approximately 3:25 p.m.

The District School Board of Indian River County met on September 25, 2017, at 6:00 p.m. The Business Meeting was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Vice Chairman Charles G. Searcy, was absent. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Pastor Nate Swearingen, from First Church of God.

### Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY Sebastian River High School’s Navy Junior ROTC under the Direction of (Lieutenant Commander) LCDR James Landis, USN (Retired) and (Master Sergeant) MSgt. Michael Hussey USMC (Retired).
- III. ADOPTION OF ORDERS OF THE DAY  
Chairman Frost asked if the Board Members would like to move any of the items from Consent to Action. With no requests to move anything, Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote.
- IV. PRESENTATIONS  
Chairman Frost recognized Dr. Rendell for the Presentations. Dr. Rendell prefaced the Presentations by expressing how exciting it was to see such an amazing turn out and there were many things to be celebrated. He then turned the Presentations over to Cristen Maddux.
  - A. **Osceola Magnet School**  
The performance from Osceola Magnet School was called the Celebration in Osceola. They performed a couple of tunes and photos were taken.
  - B. **Short Video on School Initiatives**  
There were two videos shown. They were on the Early Bird Classroom Ribbon Cutting and the United Way Day of Caring.
  - C. **Casual for a Cause – United Way**  
A check was presented in the amount of \$5017 to the United Way. Photos were taken with the Board and Dr. Rendell.

**D. FSA Perfect Scores, Primary – Chris Taylor**

Certificates were presented to Elementary Students and High School Students. A photo was taken with the Board and Dr. Rendell

**ADD ONS:**

**E. Attendance Awareness Awards**

Certificates were presented to the students and a photo was taken with the Board and Dr. Rendell

**F. Proclamation – National Disability History and Awareness Month**

Heather Clark came to the podium and introduced Derrick Davey who read the Proclamation. Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it passed unanimously, with a 4-0 vote. A photo was taken.

**V. CITIZEN INPUT**

Liz Remington – Learning Alliance/School District Partnership  
Liz Cannon – Equity Report

**VI. CONSENT AGENDA**

Chairman Frost called for a motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it was carried unanimously, with a 4-0 vote.

**A. Approval of Minutes – Dr. Rendell**

1. 2018/08/28 Superintendent’s Workshop Minutes
2. 2018/09/06 Special Meeting for Adoption of Final Budget Amendments, Annual Financial Cost Report, and Public Hearing on Adoption of 2018-2019 Budget and Millage Rates Minutes
3. 2018/09/11 Superintendent’s Workshop Minutes

**ADD ON:**

4. 2018/09/11 Business Meeting Minutes

**ADD ON 9/25/19:**

5. 2018-08/28 Business Meeting Minutes  
Superintendent recommends approval.

**B. Approval of Personnel Recommendations – Dr. Purcell**

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

- C. Approval of CareerSource Research Coast Lease Agreement - Mrs. Dampier**  
Approval of CareerSource Research Coast Lease Agreement -with School District of Indian River to lease classroom space at Treasure Coast Technical College for the Youth Connections program. This lease agreement will provide one classroom 2-201, for two employees of CareerSource to occupy and meet with clients of the program. This lease agreement generates \$800 per month rent for the use of the facility. This agreement and Certificate of Insurance has been reviewed and approved by Risk Management. Superintendent recommends approval.
- D. Approval of Donations – Dr. Rendell**
1. Sebastian River High School received a donation in the amount of \$1,500 from the Florida Eye Institute. The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for students; for the 25<sup>th</sup> Anniversary of Sebastian River High School.
  2. Beachland Elementary School received a donation in the amount of \$12,227.12 and \$2,850 from the Beachland Elementary PTA. The funds will be used to purchase a mobile cart with 24 laptops and start-up funding for the Beachland Elementary School classrooms.
  3. Osceola Magnet School received a donation in the amount of \$6,000 from the Walter S. Johnson Foundation. The funds will go towards the Osceola Magnet School Internal Account fund for teacher support. Superintendent recommends approval.
- E. Approval of Renewed Collaborative Agreement with Economic Opportunity Council of Indian River/Okeechobee Counties Head Start - Mrs. Dampier**  
Economic Opportunity Council of Indian River/Okeechobee Counties Head Start provides services for students with disabilities ages 3 to 5 in the local Indian River Head Start programs. Referral services for these students are provided by the school district and Project Child Find. Renewal Contract is for the 2018-2019 school year. Certificate of Liability Insurance has been approved by Risk Management. This is an ongoing renewal contract with no additional cost to the District. Superintendent recommends approval.

VII. ACTION AGENDA

**A. Public Hearing for Revision to Code of Student Conduct Handbook, Effective for 2018-2019 School Year – Mrs. Dampier**

The Code of Student Conduct Handbook was developed in compliance with School Board Policy 5500, Student Conduct, under Chapter 120 F.S. At the August 14, 2018, business meeting, The District School Board adopted the public hearing date to revise gang-related activity definition, as per Florida Statute 874.03 is attached. Superintendent recommends approval.

Chairman Frost asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Rendell confirmed the meeting was properly advertised. The Chairman recessed the meeting to conduct the Public Hearing. Chairman Frost announced the Public Hearing was in session. He asked if there were any written responses to be read. Dr. Rendell said there were not. The public was invited to address this issue. No one spoke.

Hearing no requests to speak, Chairman Frost announced that the Public Hearing was conducted pursuant the notice and that ample opportunity to address this issue was provided to all. The Board Meeting reconvened. Chairman Frost then called for a motion. Mrs. Simchick moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 4-0 vote.

**B. Approval of Hearing Officers for the 2018-19 Instructional Materials Adoption – Mrs. Dampier**

School Board Policy 2520 requires the School Board to annually select the hearing officers from a list of candidates provided by the superintendent. The two attorneys listed below currently volunteer their services as student expulsion hearing officers for the School Board, and have also agreed to volunteer their services as instructional material hearing officers, if needed. The hearing officers will conduct a public hearing on all petitions filed and submit a recommendation to the School Board.

Barry G. Segal of Barry G. Segal, P.A., and Jeffrey P. Battista of Menz and Battista. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the information. Chairman Frost called for a motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 4-0 vote.



**C. Approval of Charter School Contract with Somerset Academy, Inc. – Mrs. Dampier**

On February 1, 2018, Somerset Academy Inc. applied to open a new charter school, Somerset Academy West Vero in Indian River County in August 2019. Per Florida Statute 1002.33 and School Board Policy 9800, the Charter School Application Review Committee conducted a program review of the application. The application was approved by the School Board on May 22<sup>nd</sup>, 2018. The term of the contract is five years starting on July 1, 2019 and expiring on June 30, 2024. Somerset Academy West Vero's Application, can be viewed at: <https://www.indianriverschools.org/images/school-board/2017-2018-Meetings/Agendas/2018-05-22-Business-Meeting-Agenda-Attachment-K.pdf>.

The application is also available in the School Board office. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the information. Chairman Frost called for a motion. Mrs. Zorc moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. Ms. Erica Raines from Somerset Academy was asked to come to the podium to say a few words.

**D. Approval of the 5-Year Capital Improvement Program for the 2019-2023 Fiscal Years – Mr. Teske**

Approval is recommended for the 5-Year Capital Improvement Program for the fiscal years 2019-2023. This is the final version of the 5-Year Capital Improvement Plan, which was reviewed at the Board Workshop held on April 24, 2018. Included in the packet for approval is the Capital Project Revenues and Other Financing Sources Projections for the Fiscal Years 2019-2023, the 2019-2023 Planning Document, the Summary of the Capital Improvement Program for Fiscal Years 2019-2023 and the detailed Project Pages. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the information. Chairman Frost called for a motion. Mrs. Zorc moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 4-0 vote. There were a couple of questions directed to Mr. Teske. He answered all of the Boards questions.

**E. Approval of the 2018-2019 5-Year District Facilities Work Plan – Mr. Teske**

Approval is recommended for the 2018-2019, 5-Year District Facilities Work Plan for the School District of Indian River County. The financial information contained in the Work Plan is based on the 2019-2023 District's 5-Year Capital Improvement Program (as detailed in the previous agenda item). In addition, the Work Plan contains information from the Florida Inventory of School Houses (FISH), the Educational Plant Survey, and the Florida Department of Education Cohort Projections, with the information from these sources being effective as of July 1, 2018. The 2018-2019 5-Year District Facilities Work Plan is a requirement of Florida Department of Education and is due on October 1, 2018, as per State Requirements for Educational Facilities (SREF) Section 3.1(4). Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the information. Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote.

**F. Approval of Appointment of Two (2) Employees to the Equity Committee – Chairman Frost**

The recently approved Joint Plan for the Achievement of Unitary Status includes the creation of an Equity Committee which reports to the School Board on such matters as monitoring and documenting compliance with components of the Joint Plan, and making recommendations regarding progress in attaining unitary status. The Equity Committee is composed of five (5) members, two (2) of which are appointed by and currently employed by the School Board. The School Board is required to appoint its members within thirty (30) days of the Court's approval of the Joint Plan, or no later than October 13, 2018. All Equity Committee members serve in a voluntary capacity for renewable terms of one (1) year, and must be residents of Indian River County. The Equity Committee meets on a quarterly basis, is required to present a public report to the School Board by the first Monday in November each year, and is required to convene a public meeting with the School Board and the Executive Committee of the Indian River NAACP on an annual basis. Board members will discuss possible appointees and vote on the appointments.

Chairman Frost read the information. The Board Members discussed how they wanted to proceed with choosing two volunteers. The Board recommended for Dr. Rendell to send out an application to the District Staff, this is the one similar to the one used for the Organization Meeting. Dr. Rendell acknowledged. The applications would be reviewed prior to the next business meeting scheduled for October 9, 2018. A decision would be made at that time as to the two volunteers that would represent the School District. Chairman Frost called for a motion. Mrs. Simchick moved to direct the Superintendent to notify and provide the District Staff with an application that would be reviewed at the

October 9, 2018 Business Meeting. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote.

**ADD ON:**

**G. Approval of contract agreement between the School Board of Indian River County and Metlife based on the award of Request for Proposal (RFP) #11-0-2018/JC for Group Critical Illness, Cancer and Accident and Sickness Plans – Dr. Rendell**

On May 22, 2018, the School Board, under Action Agenda item “Q”, approved the award of RFP #11-0-2018/JC to Metlife for the provision of Group Critical Illness, Cancer and Accident and Sickness plans to offer to active SDIRC employees. Active SDIRC employees are currently offered Critical Illness, Cancer and Accident and Sickness plans as benefit options in their benefit program. Critical Illness, Cancer and Accident and Sickness plan benefits are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. The award was not made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell. Dr. Rendell read the information. Chairman Frost called for a motion. Mrs. Justice moved approval. Mr. Frost seconded the motion and it carried unanimously, with a 4-0 vote.

VIII SUPERINTENDENT’S REPORT

Dr. Rendell commented on the turn out for the meeting and discussed the forth coming awards as well.

IX DISCUSSION

No discussion items

X SCHOOL BOARD MEMBER MATTERS

Each of the Board Members took this time to talk about some of the things that have gone on throughout the District. Such as Dads, Take Your Child to School Day, FSA Perfect Scores and the parent participation in this as well as the teachers, a packet that came from Vero Beach Elementary School that was from the Kindness Ninjas, and an addition act of kindness done for a family in need.

XI INFORMATION AGENDA

No information items

XII SUPERINTENDENT'S CLOSING

Nothing at this time.

VIII. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 7:56 p.m.

CONSENT AGENDA 10/9/18  
**Personnel Recommendations**

1. Instructional Changes
2. Instructional Leaves  
**Louis, Kimya – VBHS 10/29/18 – 2/12/19**  
**Seiler, Melissa – VBHS 10/26/18 -2/11/19**
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations  
Doney-McGirr, Heather – Osceola Magnet, resignation 11/2/18  
Flak, Susan – Pelican Island Elementary, resignation 10/9/18  
Kincus, Lauren – Vero Beach Elementary, resignation 9/25/18  
McMullin, James -Oslo Middle, resignation 9/21/18
6. Instructional Employment  
**Devine, Cindy – Storm Grove Middle, ESE Teacher 9/26/18**  
**Geiger, Patricia – Vero Beach Elementary, Primary Teacher 10/5/18**  
**Johnson, Tonia – Sebastian River Middle, Science Teacher 10/3/18**  
**Nottage, Donovan – SRHS, Boys Assistant Soccer Coach 9/20/18**  
**Parsons, Cheyanne – VBHS, Head Cross Country Coach 9/19/18**  
**Pound, Kiandre’a – Vero Beach Elementary, Primary Teacher 9/25/18**
7. Support Staff Changes
8. Support Staff Leaves  
Ausby, Charleen – Food and Nutrition Services, 10/2/18 – 12/5/18  
Kisselback, David – Transportation, 8/20/18 – 11/12/18
9. Support Staff Promotions
10. Support Staff Transfers  
**Ausby, Helen – from Storm Grove Middle, 4-hour Food Service Assistant to Storm Grove Middle, 5.5-hour Food Service Assistant 10/1/18**  
**Grehan, Laurie – from Dodgertown, 4-hour Food Service Assistant to Storm Grove Middle, 4-hour Food Service Assistant 10/8/18**  
**Smith, Sharquita – from Sebastian River Middle, 4-hour Food Service Assistant to Liberty Magnet, Food Service Cook, 9/26/18**
11. Support Staff Separations  
Polly, Emma – Food and Nutrition Services, retirement 9/25/18

12. Support Staff Employment

**Burney, Victoria – Student Services, Health Services Assistant Coordinator  
9/25/18**

**Champagne, Janette – Food and Nutrition Services, VBHS Food Service  
Manager 10/8/18**

**Gasek, Christine – Transportation, Bus Driver 10/1/18**

**Godfrey, Janis – Transportation, Bus Assistant 10/3/18**

**Hardrick, Ashley – Oslo Middle, 4-hour Food Service Assistant 10/8/18**

**Muir, Darlene – Oslo Middle, 4-hour Food Service Assistant 10/8/18**

**Sheppard, Gwendolyn – Transportation, Bus Assistant 10/3/18**

**Smith, Margie – Transportation, Administrative Assistant 10/15/18**

**Williams, Barbara – Transportation, Bus Assistant 10/3/18**

13. Administrative Changes

14. Administrative Leaves

15. Administrative Promotions

16. Administrative Transfers

17. Administrative Separations

18. Administrative Employment

19. Approval of Placement in Instructional Substitute Pool

**Bobo, Janet – SRHS, Clinical Instructor 10/1/18**

DeFalco, Genna – Human Resources, Substitute Teacher 9/28/18

Gold, Jacqueline – Human Resources, Substitute Teacher 9/26/18

Jordan, Alexander – Human Resources, Substitute Teacher 9/27/18

20. Approval of Placement in Support Staff Substitute Pool

**Colley, Khawndice – Food and Nutrition Services, Substitute Food Service  
Assistant 10/1/18**

Out-of-Field Summary Report  
Report Based on FOCUS Data as of: 10/03/2018

<b>FACILITY</b>	<b>DATA</b>	<b>TOTAL</b>	<b>% OF TEACHERS</b>
ALTERNATIVE CENTER FOR EDU.	Sum of CRSE Teachers Out	4	30.8%
	Sum of ESOL Teachers Out	0	0.0%
BEACHLAND ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1	2.6%
	Sum of ESOL Teachers Out	7	17.9%
CITRUS ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1	1.4%
	Sum of ESOL Teachers Out	9	12.9%
DODGERTOWN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	2	4.3%
	Sum of ESOL Teachers Out	6	13.0%
FELLSMERE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	9	17.6%
GIFFORD MIDDLE SCHOOL	Sum of CRSE Teachers Out	1	2.0%
	Sum of ESOL Teachers Out	4	7.8%
GLENDALE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1	2.1%
	Sum of ESOL Teachers Out	4	8.5%
IMAGINE SCHOOLS AT SOUTH VERO	Sum of CRSE Teachers Out	1	2.0%
	Sum of ESOL Teachers Out	3	5.9%
INDIAN RIVER ACADEMY	Sum of CRSE Teachers Out	2	5.1%
	Sum of ESOL Teachers Out	5	12.8%
INDIAN RIVER CHARTER HIGH SCHL	Sum of CRSE Teachers Out	4	9.1%
	Sum of ESOL Teachers Out	2	4.5%
LIBERTY MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	5	12.2%
NORTH COUNTY CHARTER SCHOOL	Sum of CRSE Teachers Out	1	4.2%
	Sum of ESOL Teachers Out	0	0.0%
OSCEOLA MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	2	5.4%
OSLO MIDDLE SCHOOL	Sum of CRSE Teachers Out	4	6.6%
	Sum of ESOL Teachers Out	1	1.6%
PELICAN ISLAND ELEMENTARY SCHL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	4	9.5%
ROSEWOOD MAGNET SCHOOL	Sum of CRSE Teachers Out	1	2.4%
	Sum of ESOL Teachers Out	0	0.0%
SEBASTIAN CHARTER JR HIGH	Sum of CRSE Teachers Out	3	17.6%
	Sum of ESOL Teachers Out	0	0.0%
SEBASTIAN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1	2.6%
	Sum of ESOL Teachers Out	3	7.9%
SEBASTIAN RIVER HIGH SCHOOL	Sum of CRSE Teachers Out	5	4.2%
	Sum of ESOL Teachers Out	1	0.8%
SEBASTIAN RIVER MIDDLE SCHOOL	Sum of CRSE Teachers Out	1	1.6%
	Sum of ESOL Teachers Out	1	1.6%
ST. PETER'S ACADEMY	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	1	11.1%
STORM GROVE MIDDLE SCHOOL	Sum of CRSE Teachers Out	4	6.5%
	Sum of ESOL Teachers Out	7	11.3%
TREASURE COAST ELEMENTARY SCHL	Sum of CRSE Teachers Out	1	1.9%
	Sum of ESOL Teachers Out	10	19.2%

Out-of-Field Summary Report  
 Report Based on FOCUS Data as of: 10/03/2018

VERO BEACH ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	3	5.5%
	Sum of ESOL Teachers Out	8	14.5%
VERO BEACH HIGH SCHOOL	Sum of CRSE Teachers Out	7	4.5%
	Sum of ESOL Teachers Out	7	4.5%
WABASSO SCHOOL	Sum of CRSE Teachers Out	5	19.2%
	Sum of ESOL Teachers Out	0	0.0%
<b>Total Sum of CRSE Teachers Out</b>		<b>53</b>	<b>4.1%</b>
<b>Total Sum of ESOL Teachers Ou</b>		<b>99</b>	<b>7.6%</b>



School District of Indian River County - Out of Field Report  
FTE Survey 2 - 2018-2019  
Report Based on FOCUS Data as of: 10/03/2018

School	Teacher	Course(s)	Out of Field Subject
Alternative Center for Ed	Gaines, Alwyn	HOPE	Physical Ed K-12 and Health K-12
Alternative Center for Ed	Inman-Landers, Doris	SOCIOLOGY	MG Soc Science 5-9 or Soc Science 6-12
Alternative Center for Ed	Lane, Amanda	M/J LANG ARTS 1, 2, 3; ENG 1, 2, 3	English 6-12
Alternative Center for Ed	Wise, Sheila	INTENS READ; M/J INTENS READ (MC)	Reading K-12 or Reading Endorsement
Beachland Elementary	Fass, Kenneth	LANG ARTS, MATH GR & 5	Elem Education K-6; ESOL
Beachland Elementary	Jacobs, Mary	LANG ARTS GRADE K	ESOL
Beachland Elementary	Johnson, Alisa	LANG ARTS GRADE 1	ESOL
Beachland Elementary	Karwatske, Megan	LANG ARTS GRADE 3	ESOL
Beachland Elementary	Matschner, Britt	LANG ARTS GRADE K	ESOL
Beachland Elementary	McCabe, Danielle	LANG ARTS GRADE 5	ESOL
Beachland Elementary	McCool, Samantha	LANG ARTS GRADE 2	ESOL
Citrus Elementary	Addis, Emily	LANG ARTS GRADE 2	ESOL
Citrus Elementary	Carlsen, Tiffany	LANG ARTS GRADE 3	ESOL
Citrus Elementary	Carney, Amber	LANG ARTS GRADE 5	ESOL
Citrus Elementary	Farnsworth, Jared	LANG ARTS GRADE 5	ESOL
Citrus Elementary	O'Bee, Kelsey	LANG ARTS GRADE 5	ESOL
Citrus Elementary	Smith, Emily	LANG ARTS GRADE 1	ESOL
Citrus Elementary	Smith, Kaihla	LANG ARTS GRADE 3	ESOL
Citrus Elementary	Ward, Taylor	LANG ARTS GRADE 2	ESOL
Citrus Elementary	Zakarian, Jackie	LANG ARTS, MATH, SCIENCE, SOC STUDIES 3,4,5	Elem Ed K-6; ESOL
Dodgertown Elementary	Adkins, Tony	SOC PERS: PK-5	Exceptional Student Education
Dodgertown Elementary	Cathcart, Jessica	LANG ARTS GRADE 5	ESOL
Dodgertown Elementary	Debenedet, Jennifer	LANG ARTS GRADE 2	ESOL
Dodgertown Elementary	Dyer-Rubaszewski, Tiffany	LANG ARTS GRADE 3	ESOL
Dodgertown Elementary	Greenberg, Chelsa	LANG ARTS GRADE K	PK-Primary PK-3 or Elem Ed K-6
Dodgertown Elementary	Melcer, Lori	LANG ARTS GRADE K	ESOL
Dodgertown Elementary	Ryan, Hillary	LANG ARTS GRADE 5	ESOL
Dodgertown Elementary	Sumner, Kristi	LANG ARTS GRADE 2	ESOL
Fellsmere Elementary	Beck, Catherine	LANG ARTS GRADE 5	ESOL
Fellsmere Elementary	Belford, Melanie	LANG ARTS GRADE 4	ESOL
Fellsmere Elementary	Marsiglia, Lillian	LANG ARTS GRADE 2	ESOL
Fellsmere Elementary	Reed, Helen	LANG ARTS GRADE 3	ESOL
Fellsmere Elementary	Ruiz-Freytes, Tania	LANG ARTS GRADE K	ESOL

School District of Indian River County - Out of Field Report  
 FTE Survey 2 - 2018-2019  
 Report Based on FOCUS Data as of: 10/03/2018

School	Teacher	Course(s)	Out of Field Subject
Fellsmere Elementary	Shoemaker, Amy	LANG ARTS GRADE 4	ESOL
Fellsmere Elementary	Stolzmann, Brittany	LANG ARTS GRADE 3	ESOL
Fellsmere Elementary	Storts, Claire	LANG ARTS GRADE 4	ESOL
Fellsmere Elementary	Zevallos-Gonzalez, Sara	LANG ARTS GRADE K	ESOL
Gifford Middle	Brownstein, Michaela	M/J LANG ARTS 1	MG English 5-9
Gifford Middle	Ellis, Maxy	M/J INTENS READ (MC)	ESOL
Gifford Middle	Peterson, Elizabeth	M/J LANG ARTS 2	ESOL
Gifford Middle	Ridlen, Susan	M/J INTENS READ (MC)	ESOL
Gifford Middle	Taylor, Carol	M/J INTENS READ (MC)	ESOL
Glendale Elementary	Brown, Jill	LANG ARTS GRADE 1	ESOL
Glendale Elementary	Durham, Cheryl	LANG ARTS GRADE 3	ESOL
Glendale Elementary	Harp, Misty	LANG ARTS GRADE 2	ESOL
Glendale Elementary	Jennings, Marianne	LANG ARTS GRADE 5	ESOL
Glendale Elementary	Slade, Kimberly	LIB SKLS/INFO LIT	Educational Media
Imagine Schools	Hodum, Courtney	FNC BAS SKLS COMMS E	ESOL
Imagine Schools	Kaylor, Sharon	M/J LANG ARTS 3	ESOL
Imagine Schools	Picaro, Michele	LANG ARTS GRADE 2	ESOL
Imagine Schools	Schwartz, Pamela	LANG ARTS; MATH; SCIENCE; SOC STUD GR 3	Elem Education K-6 or PK-Primary PK-3
Indian River Academy	Cunningham, Amber	LANG ARTS GRADE 5	ESOL
Indian River Academy	Forbis, Cynthia	LANG ARTS GRADE 2	ESOL
Indian River Academy	Hanna, Valencia	LIB SKLS/INFO LIT	Educational Media K-12
Indian River Academy	Kirk, Jennifer	LANG ARTS GRADE 5	ESOL
Indian River Academy	Reno, Kelly	LANG ARTS GRADE 3	ESOL
Indian River Academy	Varga, Ashley	LANG ARTS GRADE 1	ESOL
Indian River Academy	Whiting, Dawn	LANG ARTS; MATH; SCIENCE; SOC STUD GR 3	Elem Education K-6 or PK-Primary PK-3
Indian River Charter High	Adams, Ray	SELF DEFENSE	Physical Ed K-12
Indian River Charter High	Bowser, Nicole	ENG HON 3	ESOL
Indian River Charter High	Cole, April	ENG 1	ESOL
Indian River Charter High	Mieras, Leif	BIO 1; MARINE SCI 1	Biology 6-12
Indian River Charter High	St John, Joseph	GOLF 1 & 2; HOPE	Physical Ed K-12 and Health K-12
Indian River Charter High	Vivirito, Nicholas	Math Coll. Readiness; PROB, STAT W/APPLS H	Mathematics 6-12
Liberty Magnet	Adams, Lisa	LANG ARTS GRADE K	ESOL
Liberty Magnet	Miller, Lorraine	LANG ARTS GRADE 3	ESOL

School District of Indian River County - Out of Field Report  
FTE Survey 2 - 2018-2019  
Report Based on FOCUS Data as of: 10/03/2018

School	Teacher	Course(s)	Out of Field Subject
Liberty Magnet	Morse, Debra	LANG ARTS GRADE 1	ESOL
Liberty Magnet	Perakes, Tricia	LANG ARTS GRADE 5	ESOL
Liberty Magnet	Riley, Crystal	LANG ARTS GRADE 4	ESOL
North County Charter	Sherril-Long, Monica	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 5	Elem Education K-6
Osceola Magnet	Kachaylo, Laura	LANG ARTS GRADE 2	ESOL
Osceola Magnet	Young, Heather	LANG ARTS GRADE 2	ESOL
Oslo Middle	Bailey, Bryan	M/J COMPRE SCI 1 AND 2	MG General Science 5-9
Oslo Middle	Collins, Elaine	M/J MATH 2	MG Mathematics 5-9
Oslo Middle	Henley, Lacey	M/J COMPRE SCI 3	MG General Science 5-9
Oslo Middle	Holden, Todd	M/J LANG ARTS 3	MG English 5-9
Oslo Middle	Samberg, Susan	M/J LANG ARTS 1	ESOL
Pelican Island Elementary	Arroyo, Edlyn	LANG ARTS GRADE K	ESOL
Pelican Island Elementary	Bakhuizen, Elizabeth	LANG ARTS GRADE 5	ESOL
Pelican Island Elementary	Stalter, Jamie	LANG ARTS GRADE 1	ESOL
Pelican Island Elementary	Wright, Suellen	LANG ARTS GRADE K	ESOL
Rosewood Magnet	Wensley, Michelle	ACCESS LANG ART 2-5; ACCESS MATH 2-5; ACCESS SCI 2-5; ACCESS SOC ST 2-5	Elem Education K-6
Sebastian Charter Jr. High	Reeves, Patricia	M/J STEM LIFE SCIENCE	MG General Science 5-9
Sebastian Charter Jr. High	Sipel, Carolyn	ADV ACAD: 6-8	Gifted Endorsement
Sebastian Charter Jr. High	Westberry, James	M/J COMPRE SCI 1	MG General Science 5-9
Sebastian Elementary	Gunn, Diamond	LANG ARTS GRADE 1	ESOL
Sebastian Elementary	Halls, Keshia	LANG ARTS GRADE 2	ESOL
Sebastian Elementary	Hudson, Audestine	ACCESS LANG ARTS, ACCESS MATH, ACCESS SCI, ACCESS SOC ST	Autism Spectrum Disorders Endorsement
Sebastian Elementary	Stonom, Lea	LANG ARTS GRADE K	ESOL
Sebastian River High	Lewis, Margie	MATH COLL READINESS	Mathematics 6-12
Sebastian River High	Nathaniel, Joe	ACCESS WORLD HIST; ACCESS ALG; ACCESS BIO; ACCESS E/S SCI; ACCESS ECON FIN LIT; ACCESS LIB ARTS MATH; ACCESS US GOVT; ACCESS US HIST; ACCESS ENG 1, 2 4	Elem Education K-6
Sebastian River High	Omans, Jane	ENG 2 AND 3 THROUGH ESOL	ESOL
Sebastian River High	Rickert, Robin	ALG 1; LIB ARTS MATH 1	Mathematics 6-12 or MG Math 5-
Sebastian River High	Vaughn, Susanne	DIGITAL INFORMATION TECHNOLOGY	Business Education 6-12
Sebastian River High	Wallace, William	BIO 1 CR; CHEM 1 CR; ENV SCI	Biology 6-12 and Chemistry 6-12
Sebastian River Middle	Bullard, Latoya	M/J LANG ARTS 1	ESOL

School District of Indian River County - Out of Field Report

FTE Survey 2 - 2018-2019

Report Based on FOCUS Data as of: 10/03/2018

School	Teacher	Course(s)	Out of Field Subject
Sebastian River Middle	Gilmour-Penzone, Julie	M/J LANG ARTS 2	MG English 5-9
St. Peter's Academy	Green, Jewel	LANG ARTS GRADE 1	ESOL
Storm Grove Middle	Bradley Williams, Sonya	M/J INTENS READ (MC)	ESOL
Storm Grove Middle	Dupuis, Daniel	M/J LANG ARTS 1	ESOL
Storm Grove Middle	Durrant, Jocelyn	M/J INTENS READ (MC)	Reading and ESOL
Storm Grove Middle	Erpenbeck, Sarah	M/J INTENS READ (MC); M/J READ 1 ADV	Reading and ESOL
Storm Grove Middle	Favela, Kelsey	M/J LANG ARTS 3	ESOL
Storm Grove Middle	Petrosky, Caitlin	M/J INTENS READ; M/J READ @; M/J READ 2 ADV	Reading and ESOL
Storm Grove Middle	Smith, Tara	M/J LANG ARTS 1	ESOL
Storm Grove Middle	Torok, Marisa	M/J CIVICS	MG Social Science 5-9
Treasure Coast Elementary	Blair, Tabitha	LANG ARTS GRADE 4	ESOL
Treasure Coast Elementary	Bucaccio, Betty	LANG ARTS GRADE 1	ESOL
Treasure Coast Elementary	D'Alessandro, Jennifer	LANG ARTS GRADE 2	ESOL
Treasure Coast Elementary	Luna, Claudia	LANG ARTS GRADE K	ESOL
Treasure Coast Elementary	Mackey, Sydney	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 5	Elem Ed K-6; ESOL
Treasure Coast Elementary	Marsella, Spencer	LANG ARTS GRADE 4	ESOL
Treasure Coast Elementary	Pope, Samantha	LANG ARTS GRADE 5	ESOL
Treasure Coast Elementary	Reams, Malissa	LANG ARTS GRADE 5	ESOL
Treasure Coast Elementary	Webster, Jena	LANG ARTS GRADE 1	ESOL
Treasure Coast Elementary	Wood, Kathleen	LANG ARTS GRADE 3	ESOL
Vero Beach Elementary	Caldwell, Taylor	LANG ARTS GR 4	ESOL
Vero Beach Elementary	Canevari, Patti	MATH, LANG ARTS, SCIENCE GR 2	PK-Primary PK-3 or Elem Ed K-6
Vero Beach Elementary	Castillo, Chelsea	LANG ARTS GRADE 3	ESOL
Vero Beach Elementary	Cisneros, Patricia	LANG ARTS GRADE 2	ESOL
Vero Beach Elementary	Conway, Shawn	LANG ARTS GRADE 5	ESOL
Vero Beach Elementary	Kastner, Stacy	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 1-3	PK-Primary PK-3 or Elem Ed K-6
Vero Beach Elementary	Larkin, Elizabeth	LANG ARTS GRADE 1	ESOL
Vero Beach Elementary	Mathews, Daphne	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 3	PK-Primary PK-3 or Elem Ed K-6
Vero Beach Elementary	Patterson, Daphne	LANG ARTS GRADE 5	ESOL
Vero Beach Elementary	Singewald, Jessica	LANG ARTS GRADE 2	ESOL
Vero Beach Elementary	Wade, Christa	LANG ARTS GRADE 5	ESOL
Vero Beach High	Adams, Carrie	ENG 2	ESOL
Vero Beach High	Barnes, Kristie	INTENS READ	Reading K-12 or Reading Endorsement

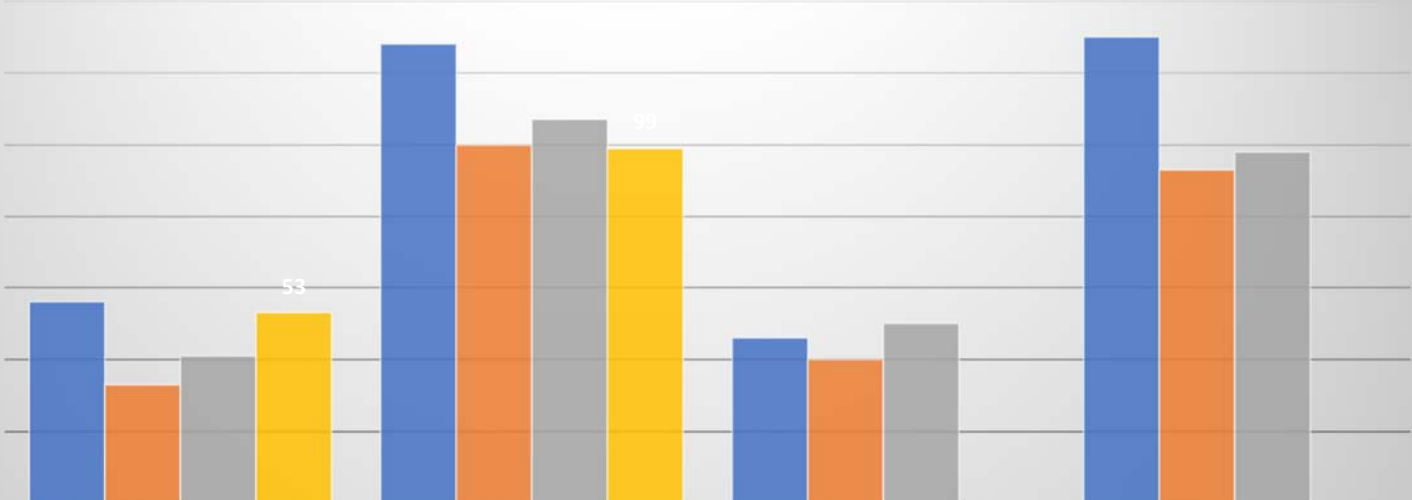
School District of Indian River County - Out of Field Report  
 FTE Survey 2 - 2018-2019  
 Report Based on FOCUS Data as of: 10/03/2018

School	Teacher	Course(s)	Out of Field Subject
Vero Beach High	Byrd, Stephen	ACCESS Eng, Alg 1B, Bio 1, US Govt, ECON FIN LIT	Autism Spectrum Disorders End
Vero Beach High	Conner, Jamie	ENG 1	ESOL
Vero Beach High	Groody, Lisa	ENG HON 2	ESOL
Vero Beach High	Ihnen, Brian	VISUAL PERFORM	Art K-12, Music K-12 or Drama 6-12
Vero Beach High	Lee, Jeffrey	Math Coll. Readiness	Mathematics 6-12
Vero Beach High	Russell, Amy	ENG 2	ESOL
Vero Beach High	Seiler, Melissa	ENG 3	ESOL
Vero Beach High	Sommers, Valery	ENG 1	ESOL
Vero Beach High	Swallow, Rachel	Access English; Access Geometry; Access World History; VISUAL PERFORM	Elem Ed K-6; Art K-12, Music K-12, or Drama 6-12
Vero Beach High	Williams, Natira	ENG 2 and CONTEMP LIT and CLASSICAL LITERATURE	English 6-12 and ESOL
Vero Beach High	Wright, Allison	ERTH/SPA SCI	MG General Science 5-9 or Chemistry 6-12 or Earth Space Science 6-12 or Physics 6-12
Wabasso	Davis, Mariann	WORLD HIST	MG Social Sci or Social Sci 6-12
Wabasso	Hartmann, Alyssa	ACCESS LANG ART - K; ACCESS M/ COMPSCI 3; ACCESS M/J LA 3; ACCESS M/J MATH 3; ACCESS M/J US HIST; ACCESS MATH GRADE 5; ACCESS MATH GRADE K; ACCESS SCI GRADE 5; ACCESS SCI GRADE K; ACCESS SOC ST-5; ACCESS SOC ST-K	Elem Ed K-6
Wabasso	McLaughlin, Maeghan	LANG ARTS GRADE 4; LANG ARTS GRADE 5; M/J COMPRE SCI 1; M/J LANG ARTS 1; M/J MATH 1; M/J US HIST; MATH GRADE FIVE; MATH GRADE FOUR; SCIENCE GRADE FIVE; SCIENCE GRADE FOUR; SOC STUDIES 4; SOC STUDIES 5	Elem Ed K-6
Wabasso	Neely, Lauren	LANG ARTS GRADE 3; LANG ARTS GRADE 4; LANG ARTS GRADE 5; MATH GRADE FIVE; MATH GRADE FOUR; SCIENCE GRADE FIVE; SCIENCE GRADE FOUR; SOC STUDIES 4; SOC STUDIES 5	Elem Ed K-6

School District of Indian River County - Out of Field Report  
 FTE Survey 2 - 2018-2019  
 Report Based on FOCUS Data as of: 10/03/2018

School	Teacher	Course(s)	Out of Field Subject
Wabasso	Stephanoff, Christopher	Access World Hist; ACCESS BIO 1; ACCESS E/S SCI; ACCESS INTEG SCI 1; ACCESS LIB ARTS MATH; ACCESS M/J COMPSCI 3; ACCESS M/J LA 3; ACCESS M/J MATH 3; ACCESS M/J US HIST; ACCESS M/J USH & CP; ACCESS US GOVT; ACCESS US HIST; ACCESS ALG 1; ACCESS ENG 1; ACCESS ENG 2; ACCESS ENG 3; ACCESS GEO; SELF-DETERM; SOC PERS SKLS; UNIQUE SKILLS; IND FUNCITONING	Exceptional Student Education K-12; Elem Ed K-6 <u>OR</u> MG General Science 5-9; MG Math; MG English 5-9

### SDIRC Out-of-Field Yearly Comparison



	Course	ESOL	Course	ESOL
	Survey 2		Survey 3	
■ 2015-2016	56	128	46	130
■ 2016-2017	33	100	40	93
■ 2017-2018	41	107	50	98
■ 2018-2019	53	99		

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# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: September 12, 2018

To: Dr. Mark J. Rendell, Superintendent  
School Board Members  
Indian River County School District


From: Dariyall Brown, Principal  
Sebastian River High School

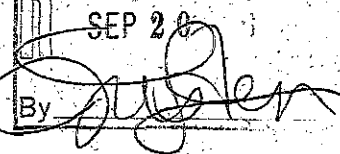
Subject: Request for approval of donation

Sebastian River High School would like to request the approval of a \$1,000.00 donation from Earl and Carol Adams.

These funds will be used to benefit our Wrestling Boosters to purchase new mats for the wrestling room. The funds were deposited into the Sebastian River High School internal funds account entitled Wrestling-Boosters.

Sincerely,

  
Dariyall Brown  
Principal

RECEIVED  
SEP 20 2018  
By 

*"You Can't Hide That Shark Pride"*

Dariyall Brown  
Principal

Michele Holmes  
Assistant Principal

Kevin Van Brimmer  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Madison Cama  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



School District of Indian River County

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: September 20, 2018

To: Dr. Mark J. Rendell, Superintendent  
School Board Members  
Indian River County School District


From: Dariyall Brown, Principal  
Sebastian River High School

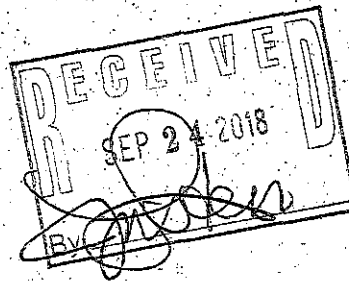
Subject: Request for approval of donation

Sebastian River High School would like to request the approval of a \$1,000.00 donation from the Rhoades Air & Heat, Inc.

These funds will be used to benefit our Wrestling program and were deposited into the Sebastian River High School internal funds account entitled Wrestling Booster.

Sincerely,

  
Dariyall Brown  
Principal



*"You Can't Hide That Shark Pride"*

Dariyall Brown  
Principal  
Madison Cama  
Guidance Counselor

Michele Holmes  
Assistant Principal  
Kim O'Keefe  
Guidance Counselor

Kevin Van Brimmer  
Assistant Principal  
Wendy Palmer  
Guidance Counselor

Kelly Ward  
Assistant Principal  
Lynn Phillips  
Guidance Counselor

William Wilson III  
Assistant Principal  
Enrique Valencia  
Guidance Counselor



School District of Indian River County

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: September 25, 2018

To: Dr. Mark J. Rendell, Superintendent  
School Board Members  
Indian River County School District


From: Dariyall Brown, Principal  
Sebastian River High School

Subject: Request for approval of donation

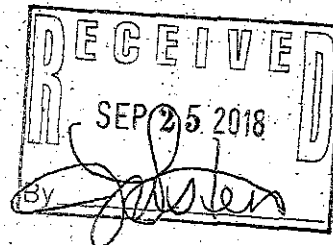
Sebastian River High School would like to request the approval of a \$1,500.00 donation from Vatland Chrysler Dodge Jeep RAM.

The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for students; for the celebration of the 25<sup>th</sup> Anniversary of Sebastian River High School. These funds were deposited into the Sebastian River High School internal funds account entitled 25<sup>th</sup> Year Celebration.

Sincerely,



Dariyall Brown



*"You Can't Hide That Shark Pride"*

Dariyall Brown  
Principal

Michele Holmes  
Assistant Principal

Kevin Van Brimmer  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Madison Cama  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



School District of Indian River County

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# School District of Indian River County

Dr. Mark J. Rendell, Ed.D. - Superintendent

## Purchasing Department

6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
Telephone: 772-564-5045 Fax: 772-564-5048

September 01, 2018

Dean Dairy Holdings, LLC dba McArthur Dairy, LLC & TG Lee Dairy, LLC  
240 NE 71 Street  
Miami, Florida 33138

Attention: Meg Callahan

Re: SDIRC 2014-23-04 Milk Products Co-op  
Contract Period: October 9, 2018 through July 30, 2019

Dear Ms. Callahan:

SDIRC 2014-23-04 provided for a renewal of this contract on the anniversary date for an additional one year period. This renewal is subject to Board approval. All specifications, terms, conditions and pricing of the first year must remain the same.

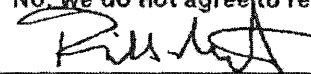
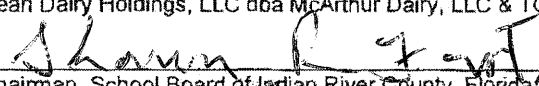
Please check the appropriate box below indicating your decision and return this form to: School District of Indian River County, Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967 at your earliest convenience. Upon Board acceptance of your renewal we will require a current certificate of insurance referencing SDIRC 2014-23-04.

If you have any questions please do not hesitate to call my office at (772) 564-5050.

Sincerely,

  
Jeff Carver CPPO  
Director of Purchasing

- Yes, we agree to renew this contract from October 9, 2018 through July 30, 2019
- No, we do not agree to renew this contract

 9.25.18  
 \_\_\_\_\_ Date  
 Dean Dairy Holdings, LLC dba McArthur Dairy, LLC & TG Lee Dairy, LLC  
 10/9/2018  
 \_\_\_\_\_ Date  
 Chairman, School Board of Indian River County, Florida

Board Approved on 10/9/2018

"Educate and inspire every student to be successful"

- Shawn Frost  
District 1
- Dale Simchick  
District 2
- Laura Zorc  
District 3
- Charles Searcy  
District 4
- Tiffany Justice  
District 5

"To serve all students with excellence"  
Equal Opportunity Educator and Employer




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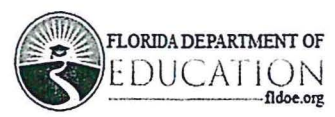


all 9/2018  
 Pamper  
 Johnson  
 over  
 Melli  
 by

**Florida Department of Education  
 Project Award Notification**

SEP 19 2018

<b>1 PROJECT RECIPIENT</b> Indian River County School District	<b>2 PROJECT NUMBER</b> 310-1029T-9CLL1				
<b>3 PROJECT/PROGRAM TITLE</b> Supplementary Instructional Support Leader for English Language Learners  <p align="center"><b>TAPS 19A015</b></p>	<b>4 AUTHORITY</b> <b>84.365A Title III Part A, English Language Acquisition USDE or Appropriate Agency</b>  <b>FAIN#: S365A180009</b>				
<b>5 AMENDMENT INFORMATION</b> Amendment Number: Type of Amendment: Effective Date:	<b>6 PROJECT PERIODS</b>  Budget Period: 07/01/2018 - 06/30/2019 Program Period: 07/01/2018 - 06/30/2019				
<b>7 AUTHORIZED FUNDING</b> Current Approved Budget:                 \$75,000.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount:                         \$75,000.00	<b>8 REIMBURSEMENT OPTION</b> Federal Cash Advance				
<b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>06/30/2019</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>08/20/2019</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>05/30/2019</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> <li>• Federal Award Date : <span style="float: right;"><u>07/01/2018</u></span></li> </ul>					
<b>10 DOE CONTACTS</b> <b>Program:</b> Chane Eplin <b>Phone:</b> (850) 245-0417 <b>Email:</b> <a href="mailto:Chane.Eplin@fldoe.org">Chane.Eplin@fldoe.org</a> <b>Grants Management:</b> Unit A (850) 245-0496	<table border="0" style="width:100%;"> <tr> <td style="width:50%;"><b>Comptroller Office</b></td> <td style="width:50%;"><b>Duns#:</b> 120754676</td> </tr> <tr> <td><b>Phone:</b> (850) 245-0401</td> <td><b>FEIN#:</b> F596000673003</td> </tr> </table>	<b>Comptroller Office</b>	<b>Duns#:</b> 120754676	<b>Phone:</b> (850) 245-0401	<b>FEIN#:</b> F596000673003
<b>Comptroller Office</b>	<b>Duns#:</b> 120754676				
<b>Phone:</b> (850) 245-0401	<b>FEIN#:</b> F596000673003				
<b>11 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs and the terms and requirements of the Request for Proposal or Request for Application, RFP/RFA, hereby incorporated by reference.</li> <li>• For federal cash advance projects, expenditures must be recorded in the Florida Grants System (FLAGS) as close as is administratively feasible to when actual disbursements are made for this project. Cash transaction requests must be limited to amounts needed and be timed with the actual, immediate cash requirements to carry out the purpose of the approved project.</li> <li>• All provisions not in conflict with any amendment(s) are still in full force and effect and are to be performed at the level specified in the project award notification.</li> <li>• If the district includes estimated roll-forward funds, the district will be authorized to expend estimated roll-forward funds when the Department of Education Comptroller's Office certifies these funds. Agencies receiving funds under Title III, No Child Left Behind may use not more than two percent (2%) of such funds for the cost of administering the program.</li> </ul>					
<b>12 APPROVED:</b>  <table border="0" style="width:100%;"> <tr> <td style="width:50%; text-align: center;">             _____            Authorized Official on behalf of Pam Stewart            Commissioner of Education         </td> <td style="width:50%; text-align: center;">           9-14-18            _____            Date of Signing         </td> </tr> </table>		 _____ Authorized Official on behalf of Pam Stewart Commissioner of Education	9-14-18 _____ Date of Signing		
 _____ Authorized Official on behalf of Pam Stewart Commissioner of Education	9-14-18 _____ Date of Signing				



**INSTRUCTIONS**  
**PROJECT AWARD NOTIFICATION**

- 1 Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.
- 2 Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).
- 3 Project Description: Title of program and/or project. TAPS #: Departmental tracking number.
- 4 Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.
- 5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.
- 6 Project Periods: The periods for which the project budget and program are in effect.
- 7 Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).
- 8 Reimbursement Options:
  - Federal Cash Advance –On-Line Reporting required monthly to record expenditures.
  - Advance Payment – Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.
  - Quarterly Advance to Public Entity – For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.
  - Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.
- 9 Timelines: Date requirements for financial and program reporting/requests to the Department of Education.
- 10 DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.
- 11 Terms and Special Conditions: Listed items apply to this project. (Additional space provided on Page 2 of 2 if needed.)
- 12 Approved:<sup>1</sup> Approval signature from the Florida Department of Education and the date signature was affixed.



# FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

2018 MAY 30 AM 10:26  
 RECEIVED  
 DEPARTMENT OF EDUCATION

<b>Please return to:</b>  Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	<b>A) Program Name:</b>  Supplementary Instructional Support Leader for English Language Learners (ELLs)  Student Achievement through Language Acquisition (SALA)  <b>TAPS NUMBER: 19A015</b>	<b>DOE USE ONLY</b>  Date Received    <b>Project Number (DOE Assigned)</b> <i>318-1029T</i> -1029B-9CLLI
<b>B) Name and Address of Eligible Applicant:</b> School District of Indian River County 6500 57 <sup>th</sup> Street Vero Beach, FL 32967		

<b>C) Total Funds Requested:</b>  \$75,000.00  <hr style="width: 50%; margin: 10px auto;"/> <p style="text-align: center;"><b>DOE USE ONLY</b></p> <b>Total Approved Project:</b> \$ <i>75,000.00</i>	<b>D) Applicant Contact &amp; Business Information</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contact Name: Karen Malits</td> <td>Telephone Numbers:</td> </tr> <tr> <td>Fiscal Contact Name: Karen Malits</td> <td>772-564-3038</td> </tr> <tr> <td>Mailing Address: 6500 57<sup>th</sup> Street Vero Beach, FL 32967</td> <td>E-mail Addresses: <a href="mailto:Karen.malits@indianriverschools.org">Karen.malits@indianriverschools.org</a></td> </tr> <tr> <td>Physical/Facility Address: 6500 57<sup>th</sup> Street Vero Beach, FL 32967</td> <td>DUNS number: 120754676 ✓ FEIN number: F596000673003 ✓</td> </tr> </table>	Contact Name: Karen Malits	Telephone Numbers:	Fiscal Contact Name: Karen Malits	772-564-3038	Mailing Address: 6500 57 <sup>th</sup> Street Vero Beach, FL 32967	E-mail Addresses: <a href="mailto:Karen.malits@indianriverschools.org">Karen.malits@indianriverschools.org</a>	Physical/Facility Address: 6500 57 <sup>th</sup> Street Vero Beach, FL 32967	DUNS number: 120754676 ✓ FEIN number: F596000673003 ✓
Contact Name: Karen Malits	Telephone Numbers:								
Fiscal Contact Name: Karen Malits	772-564-3038								
Mailing Address: 6500 57 <sup>th</sup> Street Vero Beach, FL 32967	E-mail Addresses: <a href="mailto:Karen.malits@indianriverschools.org">Karen.malits@indianriverschools.org</a>								
Physical/Facility Address: 6500 57 <sup>th</sup> Street Vero Beach, FL 32967	DUNS number: 120754676 ✓ FEIN number: F596000673003 ✓								

### CERTIFICATION

I, Dr. Mark J. Rendell, (*Please Type Name*) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) *Mark J. Rendell* Superintendent 5/23/18  
 Signature of Agency Head Title Date



FLORIDA DEPARTMENT OF EDUCATION  
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent: School District of Indian River County

B) DOE Assigned Project Number: 310-1029B-9CLL1

C) TAPS Number: 19A015

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE POSITION	AMOUNT	% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
5100	130	Salaries - ESOL Resource Teacher - ELL Instructional Leader providing supplemental instruction and tiered interventions for English Language Learners (ELLs) at the middle school level. The LEA internal function code for this line item is 5114.	1	\$ 54,670.00	100%	✓	✓	✓
5100	210	Retirement/ FRS @ 8.92% - ESOL Resource Teacher - ELL Instructional Leader. The LEA internal function code for this line item is 5114	0	\$ 4,515.74	100%	✓	✓	✓
5100	220	FICA /Social Security @ 7.65% - ESOL Resource Teacher - ELL Instructional Leader. The LEA internal function code for this line item is 5114	0	\$ 4,182.26	100%	✓	✓	✓
5100	230	Insurance Benefits @ \$6568.80 per FTE - ESOL Resource Teacher - ELL Instructional Leader. The LEA internal function code for this line item is 5114	0	\$ 6,568.80	100%	✓	✓	✓
5100	240	Worker's Compensation @ 1.47% -ESOL Resource Teacher - ELL Instructional Leader; The LEA internal function code for this line item is 5114	0	\$ 803.65	100%	✓	✓	✓

5100	510	<b>Supplies</b> - Supplemental supplies to support instruction of ELLs - paper, pencil, leveled text, chart paper, consumables; ELL Strategies Guide 80 @ \$12.95 = \$1,036 WIDA Can Do Descriptors Booklet - Grade 6-8: 60 @ 8.00 = \$480.00 WIDA Grades 6-8 Can Descriptors Mini Poster - Key Uses Edition: 60 @ 8.00 = \$480.00; Spanish Content Dictionaries (Science – visuals) – 25 @ \$32.95 = \$823.75 Haitian Creole Dictionaries (Science – visuals) – 7 @ \$24.95 = \$174.65; 5100 is an internal object code	0	\$ 3,275.00	100%	✓	✓	✓
5100	330	<b>In County Travel</b> between schools for ESOL Resource Teacher - ELL Instructional Leader to support Professional Development activities to support ELLS; 5114 is an internal function code; 3300 is an internal object code	0	\$ 984.55	100%	✓	✓	✓
<b>D) TOTAL</b>				\$ 75,000.00				





**DOE USE ONLY (Program)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Printed Name: Matthew Caldwell  
Signature: *Matthew Caldwell*  
Title: Program Specialist IV  
Date: 9/4/18

**DOE USE ONLY (Grants Management)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Printed Name: Felicia Williams-David  
Signature: *Felicia Williams-David*  
Title: Program Specialist IV  
Date: 9/10/18



TO OWNER:

MR. RICK IUFF  
 SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 6055 62ND AVENUE  
 VERO BEACH, FLORIDA 32967

PROJECT: 18-005

APPLICATION NO:

4 - Final Retainage

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- PROJECT FILES

PERIOD (Y):

08/09/18

KERNS CONSTRUCTION & PROPERTY MANAGEMENT, INC.

540 NW UNIVERSITY BLVD., SUITE 204  
 PORT ST. LUCIE, FL 34986

PROJECT NOS:

18-002

CONTRACT FOR:

Indian River Academy Single Point Entry Project

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	<u>155,882.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>155,882.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>139,897.00</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$	<u>0.00</u>
b. <u>10</u> % of Stored Material (Column F on G703)	\$	<u>0</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>139,897.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>(125,907.30)</u>
8. CURRENT PAYMENT DUE	\$	<u>13,989.70</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>15,985.00</u>

CONTRACTOR:

By: Daniel Muschweck Date: Thursday, August 9, 2018  
 Daniel Muschweck, President

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Agent's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 13,989.70

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

AGENT: [Signature] Date: 9/12/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		\$0.00

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## THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AGREEMENT FORM FOR CONTRACTED SERVICES

**THIS AGREEMENT**, entered into this 9th day of October, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and **Waste Management Inc. of Florida** (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

### 1. SCOPE OF WORK

Nature of Contracted Services:

Waste Management will service 57 school district -owned containers at 27 district schools and facilities as outlined by the School District of Indian River County. The cost of this service shall be \$4.88 per cubic yard. Waste Management will service the existing containers owned and maintained by the School District of Indian River County. Collection parameters shall mirror that as outlined in the Miami Dade County Public Schools ITB-16-021-AC (Exhibit A) scope of work, with minor adjustments as dictated by the School District of Indian River County per the attached proposal (Exhibit B) and schedule of service (Exhibit C).

Anticipated Outcome of Contracted Services:

Waste Management will service 57 school district -owned containers at 27 district schools and facilities per the attached Proposal (Exhibit B) and schedule and frequency as outlined in Exhibit C.

Location of Contracted Service:

School District of Indian River County 27 district schools and facilities as identified in Attached Exhibit C.

Date(s)/Hours of Service: As needed to service the District per attached Proposal (Exhibit B) and Schedule (Exhibit C).

### 2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 29th day of October 2018, and shall complete performance to the satisfaction of the Superintendent no later than the 28th day of October 2019. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

### 3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$247,123.20 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.



#### 4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

#### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

#### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

#### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

#### 8. DUTY TO DEFEND

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

#### 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice



to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

#### 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grant agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### 13. BACKGROUND SCREENING REQUIREMENTS

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



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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### 15. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### 16. ASSIGNMENT

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

#### 17. DEBARMENT

By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**Contractor** agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 17(a) – (e) above, with respect to **Contractor** or its principals.

#### 18. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 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").

#### 19. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

#### 20. NO WAIVER



Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

**21. NON-DISCRIMINATION**

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

**22. NO TAXES**

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

**23. WRITTEN NOTICE DELIVERY**

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

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

**Contractor/Vendor** Waste Management Inc. of Florida

**Contact's Name/Title:** Timothy B. Hawkins, President **Attn:** Timothy B. Hawkins

**Address:** 2700 Wiles Road Pompano Beach, FL 33073

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County**  
**Attn: Superintendent, Mark J. Rendell, Ed.D**  
**6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

Department	<b>Purchasing Department</b>
Department Director	<b><u>Jeff Carver</u></b>
Address:	<b><u>6055 62<sup>nd</sup> Avenue Vero Beach Florida 32967</u></b>

**And a copy to:**

Department	<b><u>Physical Plant</u></b>
Department Director	<b>Attn: Robert Michael</b>
Address:	<b><u>6055 62<sup>nd</sup> Avenue</u></b> <b><u>Vero Beach, FL 32967</u></b>

#### **24. INSURANCE REQUIREMENTS**

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. All policies will be endorsed to require the insurer to waive its rights of subrogation, if any, against the School Board.

Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of



Contract Number

(For Procurement Use Only)

the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement.

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

Waste Management Inc. of Florida

The School Board of Indian River County, Florida

Company Name

  
\_\_\_\_\_  
Signature of Vendor/Contractor

  
\_\_\_\_\_  
Signature of Chairman, School Board of Indian River County, FL

Timothy B. Hawkins  
Printed Name of Vendor/Contractor

Shawn Frost  
Printed Name of Chairman, School Board of Indian River County, FL

September 28, 2018  
Date

10/9/2018  
Date

2700 Wiles Road Pompano Beach, FL 33073  
Address

6500 57<sup>th</sup> Street  
Address

Vero Beach, FL 32967

(954)984-2035

TELEPHONE / FAX NUMBER

CONTACT EMAIL ADDRESS  
thawkins@wm.com

FEIN (BUSINESS) 59-1094518

SS# (INDIVIDUAL) \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)  
9/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: ACE American Insurance Company	22667
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. OF FLORIDA 7382 TALONA DRIVE WEST MELBOURNE FL 32904	INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Fire Underwriters Insurance Company	20702
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 15631277**      **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27873091	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25097890	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	XOO G27929242 003	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y WLR C6462278A (AOS) WLR C64622778 (AZ,CA,&MA) SCF C64622791 (WI)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>EXCESS AUTO LIABILITY</b>	Y	Y	XSA H25097889	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

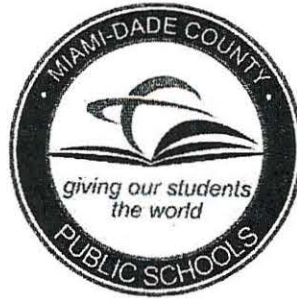
**15631277**  
SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
6500 57TH STREET  
VERO BEACH FL 32967

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*



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

**SEALED BID NO:** ITB-16-021-AC

**TITLE:** Solid Waste Collection Services

**DESCRIPTION:** The purpose of this bid is to establish a contract at fixed firm prices for solid waste collection services for facilities throughout the Miami-Dade County Public Schools District.

**TERMS:** Three (3) years initial term, with two (2) one (1) year options to renew.

**ITB RELEASE DATE:** Tuesday, September 27, 2016

**PRE-BIDDERS CONFERENCE DATE/TIME:** Tuesday, October 4, 2016 at 10 a.m. EST

**PRE-BID CONFERENCE LOCATION:** Miami-Dade County Public Schools  
School Board Administration Building,  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 559  
Miami, Florida 33132

**DEADLINE FOR QUESTIONS:** Tuesday, October 4, 2016, at 5 p.m. EST

**BID DUE DATE/TIME:** Thursday, October 13, 2016, at 2 p.m. EST

**PUBLIC OPENING OF BIDS:** Thursday, October 13, 2016, at 2 p.m. EST

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

**CONTACT PERSON:** Adenia Clark  
Director of Procurement  
Phone: (305) 995-1613  
Fax: (305) 523-4991  
Email: [alclark@dadeschools.net](mailto:alclark@dadeschools.net)

Visit our website at [procurement.dadeschools.net](http://procurement.dadeschools.net) to download a bidder registration package. The website also displays Bids, ITBs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board-approved Procurement/Purchasing Regulations.



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Exhibit 1 Cover Page for Invitation To Bid

Exhibit 2 Acknowledgment of Amendments

Exhibit 3 Local Business Affidavit of Eligibility

Exhibit 4 Florida Statutes on Public Entity Crimes

Exhibit 5 Bidder Experience

Exhibit 6 Anti-Collusion Statement

Exhibit 7 Disclosure of Employment of Former School Board Employees

Exhibit 8 U.S. Department of Agriculture Certification Forms

## SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

### 1.1 INTRODUCTION / BACKGROUND

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

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

#### **VISION**

We are committed to provide educational excellence for all.

#### **MISSION**

We provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

#### **CORE VALUES**

##### **Excellence**

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

##### **Integrity**

We build positive relationships through honesty, respect and compassion, which enhance the self-esteem, safety, and well-being of our students, families and staff.

##### **Equity**

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

##### **Citizenship**

We honor the diversity of our community by working as a team, to ensure the educational success of all of our students and recognize that our obligations go beyond our professional responsibilities to promote democratic principles.

### 1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking bids from qualified firms for the purchase of solid waste collection services for facilities throughout the Miami-Dade County Public Schools District. The selected bidders will be awarded a three (3) year agreement, with two (2) one-year options to renew at the District's sole discretion.

**1.3 ITB TIMETABLE**

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

- ITB available for distribution: Tuesday, September 27, 2016
- Pre-Bid Conference date, time and place: Tuesday, October 4, 2016, at 10 a.m., EST  
Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 559  
Miami, Florida 33132
- Deadline for receipt of questions: Tuesday, October 4, 2016  
No later than 5:00 p.m. EST  
Emailed to Director of Procurement  
(See Section 1.4)
- Deadline for receipt of Bids: Thursday, October 13, 2016  
No later than 2 p.m. EST  
(See Section 1.9 for location)
- Projected Board Approval of Contract: December 14, 2016
- Projected Contract start date: January 1, 2017

**1.4 CONTACT PERSON**

The contact person for this ITB is:

- Name and Title: Adenia Clark  
Director of Procurement
- Mailing Address: Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 650  
Miami, Florida 33132
- E-mail Address: [alclark@dadeschools.net](mailto:alclark@dadeschools.net)
- Telephone: (305) 995-1613
- Fax: (305) 523-4991



# EXHIBIT A

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

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

## 1.5 CONE OF SILENCE

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

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

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

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

## 1.6 LOBBYING

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

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying.

# EXHIBIT A

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

The School Board policy may be accessed at: [dadeschools.net/schoolboard/rules/](http://dadeschools.net/schoolboard/rules/)

## 1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Adenia Clark, Director of Procurement, [alclark@dadeschools.net](mailto:alclark@dadeschools.net). Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

## 1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of three (3) years initial term with two (2) one year options to renew, all at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

## 1.9 BID SUBMISSION

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

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

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal specified in this ITB Timetable**. The original and all copies must be submitted in a



# EXHIBIT A

sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the ITB number, ITB title, and Proposal Due Date to:

**Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
Attn: Adenia Clark  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33132**

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

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

## **1.10 PRE-BIDDERS CONFERENCE**

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

## **1.11 ADDITIONAL INFORMATION/AMENDMENT**

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

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

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in

# EXHIBIT A

this ITB or in any written amendments to this ITB. Where there appears to be conflict between the ITB and any amendments, the last amendment issued shall prevail.

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Procurement Analyst prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 2**).

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

## 1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

## 1.13 PERFORMANCE OR PAYMENT BONDS

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

## 1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBEs and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this ITB. **The Office of Economic Opportunity (OEO) must certify all SBE/MBEs, prior to contract award.** The application may be accessed through the following link: <http://forms.dadeschools.net/webpdf/3920.pdf>

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

## 1.15 LOCAL PREFERENCE

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



**Definition:**

Local business means the bidder has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, bidders must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A bidder who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with School Board Policy 6320.04.

**PROCESS:****Invitation To Bid:**

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

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

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

**1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION**

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

Respondents who do not meet all the requirements for the 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 proposals may be disqualified.

**1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

No late proposal, bid, modification, or late withdrawal will be considered.

**1.18 ITB POSTPONEMENT/CANCELLATION**

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



# EXHIBIT A

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

## 1.19 COSTS INCURRED BY BIDDERS

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

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

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

- a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see Sections 4.0 and 4.1.

Exhibit 1	Cover Page for Invitation to Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees

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

## 1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 4) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

## 1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

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

## 1.23 EVALUATION/SELECTION PROCESS

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

## 1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website [procurement.dadeschools.net](http://procurement.dadeschools.net)

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

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



# EXHIBIT A

Formal written protests 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 Bidder may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

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

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

## 1.25 NOTICE OF AWARDS

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

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

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

## 1.26 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders who are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Bidder who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

## 1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts 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 proposal, 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.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally-funded transactions, the bidder shall immediately notify Procurement Management

## EXHIBIT A

Services, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

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

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

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

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

### **1.28 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, Florida.

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, Fl.Stat. (2007). In addition, the provisions of § 1012.467, Fl.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.



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

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

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

### **1.29 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.

### **1.30 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



## EXHIBIT A

connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

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

### 1.31 PUBLIC RECORDS LAW

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

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

## 1.32 ASSIGNMENT

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

## 1.33 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time, without cause upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

## 1.34 DEBARMENT

Pursuant to School Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

## 1.35 PURCHASES BY OTHER PUBLIC AGENCIES

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

## 1.36 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 bidders, members of their staffs, or families.

## 1.37 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 provision of 40 U.S.C. § 276a-§ 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction).



## 1.38 INDEMNIFICATION

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

## 1.39 DUTY TO DEFEND

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 Bidder's performance under this Contract.

## 1.40 INSURANCE REQUIREMENTS

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

Prior to being recommended for award, the Bidder has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage may cause the Bidder to be considered non-responsive and not eligible for award of the Contract. The insurance coverage and limits shall meet, at a minimum, the following requirements:



## EXHIBIT A

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Bidder, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Bidder as required by Florida Statutes.

"The School Board of Miami-Dade County", Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Bidder.

All insurance policies shall be issued by companies with either of the following qualifications:

- a) The company must be (1) authorized by subsisting certificates of the authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B"+ or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- b) With respect only Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Bidder of The School Board shall relieve the Bidder of the Bidder's full responsibility to provide insurance as required by this Contract.

The Bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years 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.

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

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1501 N.E. 2<sup>nd</sup> Avenue, Suite 335  
Miami, Florida 33125

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Bidder may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Muriel Saenz at 305-995-7133.

## **1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY**

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 the 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 the Bidder. In addition, set forth names and titles of any and all parties who are authorized to contract on behalf of the Bidder.

## **1.42 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS**

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

## **1.43 TESTING AND PRODUCT EVALUATIONS**

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded bidder must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: <http://materials.dadeschools.net>.

## **1.44 CHARTER SCHOOLS**

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

## 1.45 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED BIDDERS

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](mailto:internships@dadeschools.net). As an awarded bidder, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

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## SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

### 2.1 GENERAL INFORMATION

The purpose of this Invitation to Bid is to establish a contract, at firm unit prices, for solid waste collection services, for Miami-Dade County Public Schools District locations. This ITB will ensure that Districts locations have waste collection service and in compliance with state regulations.

Bidder(s) must have the capability to service the 4<sup>th</sup> largest school district in the nation. All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful bidder(s) shall be responsible for all necessary licenses and permits, as may be required.

This ITB is open to participation by all eligible bidders. Preference points will apply to all responsive and responsible bidders as follows:

### 2.2 SCOPE OF SERVICES

#### 2.2.1 PURPOSE

The purpose of this bid is to establish a contract, at firm unit prices, for solid waste collection services, for Miami-Dade County Public Schools locations. The term of the bid shall be for three (3) years from date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee(s), be extended for two (2) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may if considering extending, request a letter of intent to extend from the awardee, prior to the end of the current contract period. Notification of extension will be posted on the Procurement website, when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful bidder(s) agree to this condition by signing its bid

#### 2.2.2 INSPECTIONS

Prior to being recommended for award, a pre-award inspection of each bidder's facilities may be performed. If inspection is performed, bidders must demonstrate that it possesses sufficient equipment, organization, and financial support to commence this contract within 30 days after notification of award. M-DCPS reserves the right to inspect the bidder's operations facility and/or trucks. Failure to maintain all required licenses and satisfactory inspection reports by local municipalities, Miami-Dade County, State of Florida, and U.S. Government agencies during the term of this agreement and subsequent renewal(s) may result in the awardee(s) being defaulted.

## 2.2.3 COLLECTION REQUIREMENTS

This bid is based upon service for items listed in this bid solicitation, including the M-DCPS ITB-16-020-AC Solid Waste Collection Service Price Proposal Excel Spreadsheet. The following shall be applicable to all bid items:

- a) The schools and scheduled days of collection may be changed or reduced for summer school, winter recess, spring recess and/or other days as directed by the District. The successful bidder(s) will be notified, in sufficient time to arrange their collections accordingly. Invoices shall be adjusted to reflect changes in service.
- b) In addition, to ensure student safety during school days, the Board may request that pick-up service at selected schools be suspended during the hours of student arrival and/or lunch time.
- c) In addition, the following shall be applicable for all solid waste collection services
- d) Service five (5) days per week (Tuesday through Saturday) for each location, except where indicated otherwise. Daily pick-up service shall occur between the hours of 7:00 a.m. and 11:00 a.m. on weekdays and no earlier than 9:00 a.m. on Saturdays.
- e) Additional M-DCPS pick-ups requested by District Inspections, Operations and Emergency Management (DIOEM) shall be billed at the bid pick-up cost for affected site(s).

## 2.2.4 PROGRAM IMPLEMENTATION

- a) Bidder(s) shall have placed all equipment or containers within thirty (30) days after issuance of purchase order or as scheduled.
- b) Once the initial plan is approved, any change(s) the awarded bidder(s) propose to any district site must be approved by M-DCPS before implementation.
- c) The awarded bidder(s) is/are responsible for maintaining and updating the plan with any changes approved or requested by M-DCPS during the term of the contract and any extension periods, if applicable.
- d) Bidder(s) shall, upon request by the Board, relocate any waste bin at any District location, within 24 hours at no additional cost to the Board.
- e) At the conclusion of the contract, the awarded bidder(s) shall maintain service during the transition period until the new containers have been placed and the new service begins.
- f) Prior to changes in services, authorization must be granted by DIOEM.



## 2.2.5 BIN TYPE CONTAINERS REQUIREMENTS

Bidder(s) shall furnish bin type front-loading bin type containers to meet at a minimum the volumes listed in the bid documents. The awarded bidder(s) shall visit all M-DCPS sites awarded to become familiar with locations at each site that require collection bins. The awarded bidder(s) shall submit a plan for approval to M-DCPS regarding the quantity and size of bins provided at each site, taking into consideration the availability of satisfactory service yard spaces prior to start of service.

The following shall apply to bid type containers:

- I. The volume/capacity of each solid waste container shall be clearly labeled on each unit and shall be available up to 8 cubic yard capacities, unless otherwise requested by the District.
- II. All solid waste, recycling, containers shall have lids or other closure device to ensure compliance with local, state and Federal laws.
- III. At certain locations, specific equipment type (front loading/rear loading), padlocks and wheels may be required and will be provided at no additional cost to the Board. At approximately 120 locations, awarded bidder(s) will provide a hole in the lid of the solid waste bin provided to accommodate a duct used by a Somat machine.

### A. BIN SIZE IDENTIFICATION

If the bidder(s) fails to clearly label the size of any solid waste bin, either solid or recycled waste, the Board shall receive the following credit:

- a) One day in a month – Two day credit
- b) Two days in a month – Ten day credit
- c) Three days in a month – Twenty day credit

### B. BIN CLEANING

All bins shall be sprayed, after each collection, with a non-toxic chemical disinfectant and deodorant approved by the M-DCPS Department of Materials Testing and Evaluation. Failure to provide this service after each pick-up shall entitle the District to receive the following credit:

- a) One day in a month – Two day credit
- b) Two days in a month – Ten day credit
- c) Three days in a month – Twenty day credit

### C. BIN LIDS

All bin lids shall be closed after each pick-up and capable of being locked to prevent unauthorized use. If the bidder(s) fails to have a properly functioning bin lid, the Board shall receive the following credit:

- a) One day in a month – Two day credit
- b) Two days in a month – Ten day credit
- c) Three days in a month – Twenty day credit

## D. BIN MAINTENANCE

Bidder(s) shall be responsible for maintaining all bins during the term of the contract. All bins must comply with safety, health, environmental, and other requirements by both local and state governments. Bin Repairs and/or replacements shall occur within two (2) days of request by M-DCPS. If the bidder(s) fails to maintain the bin, the Board shall receive the following credit:

- a) One day in a month – Two day credit
- b) Two days in a month – Ten day credit
- c) Three days in a month – Twenty day credit

## E. BIN ADDITIONS/REMOVAL/REPLACEMENT

- a) Additional waste collections may be required on an as needed basis.
- b) Additional facilities and services will be added at the bid price awarded for each item listed, as stated in the Format B (Items on bid) under the appropriate group where the facility and/or service is requested.
- c) Bidder(s) shall remove, replace, and/or add bin(s) to any location within 2 days of a request by M-DCPS.
- d) Reduction of facilities, bins and service will be done at the bid price awarded for each service in its appropriate group, with M-DCPS being credited and the monthly invoices adjusted accordingly.
- e) Prior to changes in services, authorization must be granted by DIOEM.

### 2.2.6 QUALITY ASSURANCE

- a) The supplier(s) shall inform the purchaser of any problems or delays in providing the awarded item(s) as required.
- b) ZERO TOLERANCE  
Because of their proximity to neighboring homes, there are certain schools and locations under a "zero tolerance" policy where the damages assessed to the awarded bidders for any unauthorized pick-up will be \$1,000 for each occurrence.
- c) QUALITY OF SERVICES  
If the awarded bidder(s) provides pick-up service at unauthorized hours or fails to provide the pick-up service at the specified frequency at any site, the Board shall receive the following credit for any item listed on the M-DCPS ITB-16-020-AC Solid Waste Collection Service Price Proposal Excel Spreadsheet:
  - a) One day in a month – Two day credit
  - b) Two days in a month – Ten day credit
  - c) Three days in a month – Twenty day credit



d) PROTECTION OF PROPERTY

Bidder(s) shall be responsible for damages to all buildings, structures, and utilities that are underground, above ground, or on the surface when such damage occurs during or as a result of services performed under this contract. Bidder shall repair such damage(s) within 10 working days or M-DCPS may repair damage and deduct an amount equal to three times the actual cost of repairs from the bidder's total monthly invoice.

## 2.2.7 DEFAULT

The School Board shall consider repetitive non-deliveries, late deliveries, and/or deliveries of products not meeting specifications, to be a default of contract, and may result in a termination of the contract with the pertinent default penalty imposed, as defined in Section 1.26 of this ITB.

## 2.2.8 EXEMPTIONS FROM THIS BID

M-DCPS reserves the right to procure items described herein through the use of other M-DCPS bids, contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of M-DCPS.

M-DCPS reserves the right to bid or quote separately any item(s) if the bidder(s) fails to perform or for any other reason if deemed to be in the best interest of the School Board. An advance notice of 30 days shall be given should the District decide to invoke the non-exclusivity clause.

## 2.2.9 ESTIMATED QUANTITIES

The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities or dollar value that will be used during the contract period. M-DCPS is not obligated to place an order(s) with bidders participating on this bid. Order placement will be based on the needs and interest of M-DCPS.

M-DCPS may expand the use of containers at various district sites which could result in a change of the estimated quantities during the term of this bid and extensions, if applicable.

## 2.2.10 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 Local Business Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

## 2.2.11 OTHER REQUIRED LICENSES, PERMITS AND FEES

Bidder(s) must be established, duly licensed firm(s) in the waste collection business in Miami-Dade County, Florida, operating with modern waste collection equipment (packer type bodies). The successful bidder(s) shall obtain and pay for all licenses, permits and fees required for this service and shall comply with all laws, ordinances, and regulations. The successful bidder(s) shall pay all federal, state, and local taxes chargeable to the operation. The Board will not collect or pay any sales tax for the awarded bidder(s). Damages, penalties and/or fines imposed on the Board or the awarded bidder(s) for failure to obtain required licenses, permits or fines shall be borne by the bidder.

## 2.2.12 U.S.D.A. CERTIFICATION DOCUMENT

Each and every awarded bidder(s) is/are required to complete, if applicable, and to submit the U.S. Department of Agriculture Certification Forms contained herein. Failure to do so may result in the bid not being considered for award. Awards exceeding \$25,000 will not be made to Awarded Bidder(s) who has/have not submitted this form.

## 2.2.13 LOCAL PRESENCE REQUIREMENT

Awarded Bidder(s) shall be accessible to M-DCPS Staff on a 24-hour basis, 7 days per week. The awarded bidder shall have a physical presence (e.g. office, depot facility, service yard, etc.) in the South Florida Metropolitan Market Area (Miami-Dade, Broward, Palm Beach, Collier, or Monroe Counties.) The awarded bidder shall have one primary/secondary contact person available at 7 AM each workday.

## 2.2.14 BILLING REQUIREMENTS

Monthly invoices shall be itemized by group, region, and location and in numerical order (by Board location code).

- A. The District requires that the invoice be submitted in paper and electronic (Excel or other requested file type) format.

Each entry shall include the following:

- 1) Board location I.D.
- 2) Cubic yards approved by the district
- 3) The awarded cost per cubic yard for the location
- 4) Number of regular pick-ups per month
- 5) Number of additional authorized pick-ups per month
- 6) Amount (pounds) recycled per pick-up
- 7) Total monthly service cost per district location.

- B. Any credits or rebates due back to the District for recycling shall also be stated on the invoice.



C. In addition, invoices shall reflect credits for appropriate collection service at the designated prorated bid cost for the affected site(s) during times of service suspension requested by M-DCPS (i.e. summer service decreases, holidays, recess period, etc.) or documented missed pickups.

D. No alternate method of billing will be accepted unless approved by the DIOEM.

## **2.2.15 BIDDER INFORMATION SHEET**

All bidders are requested to complete the attached Bidder Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the bidder(s) have a current bidder application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Bidder applications can be downloaded at <http://procurement.dadeschools.net>.

## **2.2.16 BIDDERS RESPONSIBILITY**

Each bidder(s) shall carefully examine the Instructions To Bidders, Specifications, Special Conditions as listed, and the list of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the bid details and the number and wide spread locations of schools.

## **2.2.17 BID ADDENDUMS OR QUESTIONS AND ANSWERS**

All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: <http://procurement.dadeschools.net/> (THEN CLICK ON THE BLUE BAR) Good & Services Bids and Contracts (THEN CLICK ON THE YELLOW BAR) New Bids and RFP's.

## **2.2.18 SUBCONTRACTING**

There shall be NO subcontracting for any of the services or items listed on this bid.

## **2.2.19 FORCE MAJEURE**

Neither the Board nor the contractor shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage and fire, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.



# EXHIBIT A

## 2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

The Bidder must include the following information within the submitted proposal (*Failure to provide the required documentation may result in the bid not being considered for award*).

DELIVERABLE REQUIREMENTS	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. Non-compliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida (SunBiz).		
c. Provide <u>documentation</u> and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. Certificate Insurance Documentation- Listing M-DCPS as additional insured		
e. Three (3) letters of reference (with contact person and phone number included) from businesses, school districts, colleges or learning centers where the bidder currently has the program in use. Each reference must be from a different business, school district, college, or learning center. M-DCPS shall not be used as a reference.		
f. Provide a list of warehouse locations and a list of truck fleet information, and equipment (including back up equipment) your company has dedicated for each Service Area for which you are submitting a bid.		
g. List of emergency telephone numbers and twenty-four (24) hour contact number		
h. List of employees with job titles who will be responsible for managing the contract services		
i. A valid e-mail address for SAP System Communications (i.e. PO's)		
j. Completed M-DCPS ITB-16-020-AC Solid Waste Collection Service Price Proposal Excel Spreadsheet		

*All documents supplied must meet the approval of M-DCPS Procurement Management Services and/or Maintenance Operations before the Bidder is recommended for award. M-DCPS will be the sole judge as to the adequacy of the submitted documents.*





## SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

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

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

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this section of the ITB may result in proposal being considered non-responsive.

### 4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

**Exhibit 1** found in Section 6 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Bidder submitting the proposal.

2) Table of Contents

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

3) Executive Summary

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

4) Technical Qualifications

Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0** of this ITB using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to

# EXHIBIT A

offer solutions or an explanation to the requirements of this section may result in the proposal being considered non-responsive.

## 5) Qualifications of the Bidder including Corporate Past Performance & Key Personnel

Provide a response regarding the Bidder's qualifications, including but not limited to the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby resumes of key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

## 6) Price Proposal List

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

## 7) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of the Proposal. If awarded a contract, the Bidder will be asked to submit a Bidder registration packet that will include all of the forms listed in **Section 6.0**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	U.S. Department of Agriculture Certification Forms

## 4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick. See Section 1.9.**
- (2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers, that clearly identify the proposal subject, due date and Bidder's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Bidders shall include their complete name, return address, and telephone number on the left upper side of mailing label. The ITB title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

**4.3 PROPOSAL LABELING REQUIREMENTS**

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

<b>SEALED PROPOSAL ENCLOSED</b> (To be opened by the Contact Person noted below)	
Bidder's Name: Bidder's Address: Bidder's Telephone Number:	<b><u>BID BOX</u></b>  Miami-Dade County Public Schools Procurement Management Services Attn: <u>Adenia Clark</u> Director of <u>Procurement</u> School Board Administration Building 1450 N.E. 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-16-021-AC ITB Title: Solid Waste Collection Services Proposal Due Date: Thursday, October 13, 2016, by 2 p.m. EST (local time)	

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## SECTION 5.0 - EVALUATION/SELECTION PROCESS

### 5.1 COMPETITIVE ITB PROCESS

- (a) The selection process under this ITB shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at:

<http://procurement.dadeschools.net/>

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

### 5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2. Please note, Procurement staff may apply scoring incentives for all registered SBE bidders and/or bidders claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

### 5.3 PRICE PROPOSAL LIST

A completed price proposal list is required under this ITB, which is due at the time of proposal submission, the signature form in Section 3.0 Price Proposal List, must be submitted with each proposal package. **See Section 3.0 – PRICE PROPOSAL LIST.**

### 5.4 AWARD

Contract award shall be made to the responsive and responsible Bidder(s), whose proposal is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Procurement Analyst to the School Board.

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

**SECTION 6.0 – ATTACHMENTS**

Exhibit 1	Cover Page for Invitation To Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	U.S. Department of Agriculture Certification Forms

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# EXHIBIT A

## EXHIBIT 1

### Cover Page for Proposal

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

**Exhibit 2**

**ACKNOWLEDGMENT OF AMENDMENTS**

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

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

- Addendum #1, Dated \_\_\_\_\_, 20\_\_
- Addendum #2, Dated \_\_\_\_\_, 20\_\_
- Addendum #3, Dated \_\_\_\_\_, 20\_\_
- Addendum #4, Dated \_\_\_\_\_, 20\_\_
- Addendum #5, Dated \_\_\_\_\_, 20\_\_
- Addendum #6, Dated \_\_\_\_\_, 20\_\_
- Addendum #7, Dated \_\_\_\_\_, 20\_\_
- Addendum #8, Dated \_\_\_\_\_, 20\_\_

**PART II:**

No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_



**Exhibit 3**



**Miami-Dade County Public Schools  
Local Business Affidavit of Eligibility**

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

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

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

**SWORN AND SUBSCRIBED BEFORE ME**

SIGNATURE OF NOTARY PUBLIC  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL

\_\_\_\_\_  
PRINTED NAME OF AFFIANT

\_\_\_\_\_  
SIGNATURE OF AFFIANT                      DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

FM-7138 Rev. (03-13)

**Exhibit 4**

**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

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

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

Bid or Contract No. \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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



# EXHIBIT A

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
  
6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

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

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

\_\_\_\_\_  
Affiant's Signature

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 5**

**BIDDER EXPERIENCE**

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

Prime Bidder:

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Client Name:

---

Address:

---

Client Contact name:

---

Title:

---

Phone number:

---

Email:

---

Is Client a School District? (Yes \_\_\_ No \_\_\_)

**Duration of Client Relationship:**

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_ for \_\_\_\_\_ Total Years.

**Additional information (attach pages as necessary):**

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



**Exhibit 6**

**ANTI-COLLUSION STATEMENT**

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

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

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

**Type of Business Organization and Authority of Signatory:**

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

LEGAL NAME OF AGENCY OR  
BIDDER SUBMITTING PROPOSAL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF BUSINESS ORGANIZATION: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) \_\_\_\_\_

BY: NAME TYPED \_\_\_\_\_

TITLE: \_\_\_\_\_

**Exhibit 7**

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

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

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

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

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

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

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

# EXHIBIT A

## DISCLOSURE OF CONFLICT OF INTEREST

### (AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

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

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

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

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL





United States Department of Agriculture

AD-1049

**Certification Regarding Drug-Free Workplace Requirements (Grants)  
Alternative I – For Grantees Other Than Individuals**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Three Before Completing Certification)***

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).
  4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will –
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;



**EXHIBIT A**

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*

Check  if there are workplaces on file that are not identified here.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

**Instructions for Certification**

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).





United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Two Before Completing Certification)***

- A. The prospective lower tier participant certifies, by submission of this proposal, 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 participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*



**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form 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 form that it will include this 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 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 System for Award Management (SAM) database.
- (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 voluntarily 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.



# School District of Indian River County

## Waste Management Inc. of Florida

*Community and environmental stewardship at its best.*

September 25, 2018

Dina Reider-Hicks, Public Affairs Manager  
4310 77<sup>th</sup> Street  
Vero Beach, FL 32960  
dreider@wm.com | 321 537 4273



# North America's Leading Provider of Environmental Services

## Waste Management - A Reliable, Trusted Partner

As the nation's leading waste services provider, Waste Management is proud to provide our customers with safe, professional service every day. We are also committed to enhancing the communities where we work and live, as well as acting as stewards for the environment.

As the current service provider for Indian River County residents and businesses, Waste Management is ready to serve the School District of Indian River County. Our experienced drivers know your schools and hard-to-service areas. And our local staff knows your district staff and administrators. Moreover, the Vero-based Waste Management hauling district, which services Indian River County, is under the leadership of District Manager Kasey Godwin and Senior Operations Manager Bob DeLaCruz, who bring more than 50 years of combined experience in the solid waste and recycling industry. Kasey and Bob's leadership style holds accountability and ethical behavior as paramount within Waste Management's rank-and-file front line employees.

North America's leading provider of integrated environmental solutions supports this workforce, our greatest asset. Waste Management and its 39,500 employees nationwide serve over 25 million residential, industrial, municipal and commercial customers. Waste Management Inc. of Florida (WMIF), headquartered in Pompano Beach, FL, is the local subsidiary that provides service across the Sunshine State, operating 70 facilities in Florida with more than 3,500 employees. Waste Management's Florida Market Area encompasses much of the state of Florida, from Jacksonville to Key West. The Florida Market Area operates 18 hauling companies; 5 recyclable material recovery facilities, 15 landfills; and 2 organics processing locations; among other facilities statewide. All of these facilities and their personnel stand ready to support the Vero team's continued efforts to provide world-class service, industry-leading safety, and a high-quality customer service experience to Indian River County schools.

## One Company, One Solution

At Waste Management, Think Green® is more than a company tag line – it is a strategic plan for sustainability. We see sustainability as our fundamental service: providing environmental solutions and protection for our customers and communities while maintaining a successful and growing business. We focus on four key sustainability goals that are designed to accelerate the conversion of waste to resource and to support the company's path of sustainable growth:

- Increase waste-based energy production. Today, we create enough energy to power over 1 million homes each year. By 2020, we expect to double that output.
- Increase the volume of recyclable materials processed. We currently manage more than 15 million tons of recyclables; by 2020, we plan to manage more than 20 million tons.
- Enhance fleet efficiency. In 2013, Waste Management reached its goals to reduce emissions and increase the efficiency of our fleet by 15 percent. Today, with more than 32,000 vehicles on the road, including over 3,000 that run on cleaner-burning natural gas, Waste Management is also investing in new technologies to enhance the sustainability of our basic waste services.





- Preserve and restore wildlife habitat across North America. Our original goal, set in 2007, was to increase by more than four times the number of our facilities – from 24 to 100 – certified by the Wildlife Habitat Council, and increase the number of acres we have set aside for conservation and wildlife habitat to approximately 25,000 by 2020. We surpassed that goal a decade early and currently have 116 facilities and 28,000 acres of our property certified.

These goals were not developed in a vacuum. We benchmarked other leading corporations on their sustainability initiatives. We worked with a range of stakeholders – from local governments, to national environmental organizations, to federal and state regulators, to businesses large and small – all to determine how we can best serve communities and customers with expanding service needs.

### Our Financial Stability Eliminates Your Risk

Waste Management’s financial strength is the foundation for its liability protection commitment to customers. This financial strength guarantees the School District of Indian River County peace of mind regarding indemnification from waste-related claims. Our financial leadership allows us to invest in the safety and communication technology that enables Waste Management to deliver innovative programs that help us provide the service excellence that Indian River County residents have come to expect from us.

### A Committed Partner That Continues to Invest in Indian River County

Waste Management embraces the opportunity to be a good corporate citizen through a vigorous and growing community relations program. We are involved in local community organizations; and we participate in numerous community activities and initiatives and our employees volunteer in many ways throughout their communities.

In Florida alone, in 2017, Waste Management Inc. of Florida provided monetary donations of nearly \$1.2 million to community, charitable, and civic events throughout the state - not including thousands in in-kind donations and employee time and talent contributions.

Below is a sampling of the organizations Waste Management is proud to support in Indian River County in our collective goal of making our community a better place in which to live, work, and play:

- Associated Builders & Contractors of Central Florida
- Exchange Club of Sebastian
- Fellsmere Frogleg Festival
- Indian River County Chamber of Commerce
- Keep Indian River Beautiful
- Sebastian Chamber of Commerce
- Sebastian Chamber of Commerce - Concerts in the Park
- Sebastian Clambake
- Sebastian Shredding Event/Earth Day Clean Up
- Treasure Coast League of Cities
- United Way of Indian River County
- Vero Beach High School Community Newsletter

## A Clean, Efficient Waste Management Fleet

With more than 32,000 collection and support vehicles on the road throughout North America, our trucks are a familiar sight. As they make their rounds, our trucks use fuel and generate greenhouse gases and other emissions and we are committed to reducing the environmental impacts of these vehicles.

Waste Management's fleet vehicles are painted a uniform color and are easily identifiable with the company's branding. Vehicles are marked with unique unit identification numbers on each side and the rear of each vehicle. Waste Management maintains detailed records of each collection vehicle. All vehicles are meticulously maintained to ensure a clean and orderly appearance, as well as good working condition.

Waste Management's fleet vehicles feature the following onboard technology:

- GPS-based real-time routing technology
- Digital camera technology, including back-up camera/monitor and alarm
- DriveCam on-board cameras
- RFID chips and readers on all route trucks and the software interface

## Preventative Maintenance Program

Waste Management's preventive maintenance program ensures all of our vehicles perform at an optimal level so there are minimal service interruptions in Indian River County. Our entire fleet participates in a regular, preventative maintenance program that ranks among the most aggressive in the industry.

Waste Management invests more than one-third of the cost of machinery and equipment in preventative maintenance on its vehicles. We have also established best practices for the preventative maintenance of our vehicles to ensure the safety of our drivers and rolling stock.

Waste Management goes well beyond the Department of Transportation's (DOT) routine requirements (which require a full inspection every year) with our 150-hour maintenance program in which full inspections are conducted multiple times per year. Effectively, Waste Management conducts the equivalent of a DOT inspection on its vehicles every 150 hours.



## Local Fleet Conversion to CNG-Fueled Trucks

As part of our continued partnership to assist Indian River County in its efforts to increase environmental sustainability, Waste Management began converting its Indian River County fleet to CNG-fueled collection vehicles in 2015. The benefits of CNG-trucks are significant:

- CNG is one of the cleanest fuels currently available for use in heavy-duty trucks.
- Replacing a typical diesel engine with natural gas can reduce up to 86 percent of air particulates, 80 percent reduction in carbon monoxide, up to 50 percent reduction in nitrogen oxides and a 25 percent reduction in carbon dioxide.
- In addition, each heavy-duty diesel collection vehicle replaced by a CNG vehicle leads to a reduction in diesel use by an average of 8,000 gallons per year, cutting annual greenhouse gas emissions by approximately 22 metric tons.
- The trucks are also significantly quieter, which customers appreciate.



Natural gas contains less carbon than any other fossil fuels, and thus produces lower carbon greenhouse gas emissions per year. For Indian River County, this means a reduced carbon footprint and improved air quality, contributing to the cleanup of our Indian River Lagoon. Using natural gas as a fuel reduces our dependence on imported oil and our impact on the environment.

*The information below offers an at-a-glance feature that outlines key components of our collection vehicles, with an emphasis on safety, sustainability, and service.*

- **Drive-Cam:** Increased safety in our communities by increasing driver accountability and creating learning and improvement opportunities.
- **Backup Camera:** Provides in-cab, wide angle view of the area behind the truck whenever the truck is placed in reverse gear. Actively reduces potential for backing accidents and enhances pedestrian safety.
- **Electric, Heated Rear View Mirrors:** Provides fog-free view on both sides of the truck. Mirrors are adjustable electronically from the driver's seat to provide an unrestricted view of the sides and rear on the truck.



- **Bus-Boy Mirrors:** Angled convex mirrors located on the front of the truck allow the driver an unrestricted view of the area immediately in front of the truck. Especially valuable when pedestrians are present.
- **Trapezoidal Side Lights:** Flood lights located about halfway down the side of the body that come on automatically when the truck is shifted to reverse. Bright flood lighting illuminates both sides of the truck and roadway, providing an added safety while backing at night.
- **LED Strobe Lights and Flashers:** Provides the best possible rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of residential service trucks.
- **Sears Air Ride Drivers Seat:** Provides added comfort and excellent ergonomics for the driver. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
- **Reflective Signage and Striping:** Highly reflective rear of vehicle striping and signage to provide exceptional margin of safety and visibility when approaching trucks from the rear during nighttime hours.
- **Heavy Duty Disc Brakes:** Provide the very best stopping distance for heavy trucks in the industry. Exceeds all Federal Motor Vehicle Safety Administration requirements for heavy motor vehicle stopping distance.
- **On-board Methane Detection:** Waste Management is the only U.S. refuse hauler that specifies on-board methane detectors in all CNG powered vehicles. Methane detectors provide immediate visual and audible alarm for potential leaks from the CNG fuel tanks or lines. Provides the highest margin of safety for our drivers, helpers and communities.
- **4 Braid Hydraulic Hoses:** 4 braid hydraulic hose is part of Waste Management’s standard truck body specification, doubling the safety margin against high pressure hydraulic leakage.
- **Plastic Shovels and Brooms:** Plastic shovels and brooms reduce damage to customer property while cleaning up spillage, and prevent hydraulic fluid leaks in our trucks caused by tool scrapes or dings on hydraulic cylinders and valves during clean-out operations at transfer stations and landfills.

Value for Key Fleet Specifications			
Specification	Safety	Environmental/Green	Service/Reliability
Drive Cam	✓		✓
Backup Cameras	✓		✓
Electric Heated Mirrors	✓		✓
Bus-Boy Mirrors	✓		✓
Trapezoidal Side Lights	✓		✓
LED Strobes and Flashers	✓		✓
Sears Air-Ride Seats	✓		✓
Reflective Signage and Striping	✓		✓
Heavy Duty Disc Brakes	✓	✓	✓
CNG Power	✓	✓	✓
On-Board Methane Detectors	✓	✓	✓
4 Braid Hydraulic Hose	✓	✓	✓
Plastic Shovels and Brooms	✓	✓	✓

## The Most Professional, Experienced Service Team in the Industry

Servicing hundreds of customers each day - whether from a truck, customer service center, or a local operations facility - is a demanding job. Waste Management expects a lot from its employees, because consistent, reliable service is every customer's expectation of us. Our employees, in turn, expect to be provided with the tools, training and supervision to be able to perform their work safely and competently and the compensation and benefits to provide for their families and long term physical and financial well-being.

Our team of employees who service Indian River County are an exemplary model of this winning philosophy, which benefits our customers, our employees, and their families. For the benefit of our customers, Waste Management's hiring criteria include a clean operator's history and 10-year criminal background check, the most aggressive in the industry.



In addition, Waste Management has developed and implemented comprehensive programs for initial driver training, conducted at a specially-purposed Florida Training Center near Venice, FL, as well as initial and ongoing programs on topics including customer service, operations, safety, supervision and emergency operations. Employees also benefit from online training on a broad variety of professional development topics.

## Public Safety and Driver Safety - Our #1 Priority

It is critical that our talented employees have the tools they need to be successful and safe. To achieve zero deviations from regulatory standards at more than 1,200 Waste Management facilities subject to environmental regulations, our Environmental Management System helps prevent violations before they occur. Through prevention, extensive mandatory training, self-identification of issues and web-based assurance problem corrections, the program is achieving steady progress toward our goal of zero violations.



Additionally, Waste Management initiated Mission to Zero™ (M2Z™) to improve worker safety. M2Z™ is founded on zero tolerance for unsafe actions, decisions, conditions, equipment and attitudes. The program has a goal of zero accidents and zero injuries. Under this program, Waste Management's total incident rate (non-fatal illness and injury) has improved dramatically.

Dedication to safety is at the top Waste Management's list of core values. Our comprehensive safety program ensures that our employees and the communities we service remain protected at all times. We focus on safety throughout our operations. From our employee screening process on, we ensure that our staff receives the information necessary to remain safe in all aspects of their jobs.

The safety programs and equipment Waste Management provides our employees and furnishes on the route trucks enhances the safety of Indian River County:

- Extensive new employee background investigation checks, the most aggressive in the industry
- Three-day orientation training for all new hires
- 90-day on-the-job training and evaluation program
- A District Driver Trainer at each transportation location
- Random Alcohol and Drug Testing
- Monthly Driver Safety Meetings
- Operations Supervisor conducts monthly on the job observations
- Hazardous Waste Identification
- Environmental Storm Water and Spill Response Training



Waste Management facilities must meet or exceed industry and government safety standards. We have implemented a comprehensive program to meet the requirements of Employee Right-To-Know, Community Right-to-Know, and Emergency Response regulations of U.S. Department of Transportation (DOT), OSHA, and the U.S. Environmental Protection Agency (EPA).

***No other waste company in the nation has an OSHA TRIR rating better than Waste Management. OSHA has recognized Waste Management for our progress and ongoing effort to eliminate unsafe work behaviors.***



## A Cost-Effective Solution for the School District of Indian River County

As a proven leader in Indian River County, Waste Management is pleased to partner with the School District of Indian River County for its solid waste collection service. Waste Management recognizes and supports its desire to piggyback services from the existing Miami Dade County Schools solid waste collection services agreement, with minor modifications that meet the School District of Indian River County's needs. Waste Management is pleased to offer to following pricing structure to the School District of Indian River County.

Waste Management will service 57 school district-owned containers at 27 district schools and facilities as outlined by the School District of Indian River County. The cost for this service shall be \$4.88 per cubic yard. As discussed, Waste Management will service the existing containers owned and maintained by the School District of Indian River County.

As outlined in the Miami-Dade County Schools agreement, the base price will remain fixed and firm. As indicated in Section 3.0, Price Proposal, Item c), annual adjustments are permitted in accordance with the G&T (Garbage & Trash) consumer price index, as provided by the U.S. Department of Labor, Bureau of Labor Statistics. On October 29, 2019 and every year thereafter, the rates for solid waste collection service may be adjusted every year of the term of the Agreement. Waste Management will provide supporting documentation to the School District of Indian River County reflecting the adjustment.

### Scope of Work

The scope of work shall include solid waste collection service for the District's 57 containers at 27 District schools and facilities. Collection parameters shall mirror that as outlined in the Miami Dade County Public Schools scope of work, with minor adjustments as dictated by the School District of Indian River County to meet the District's individual needs.

### Piggyback

A contract document will be prepared to incorporate the Miami-Dade County Schools solid waste collection agreement. The document will indicate the modifications to that agreement which the parties will agree are not material and therefore acceptable to the School District of Indian River County and in compliance with the District's procurement requirements.

Thank you for the opportunity to provide this proposal to the School District of Indian River County. We look forward to developing a solid partnership and serving the needs of the District for many years to come.

	A	B	C	D	E	F	G
1	School District of Indian River County Solid Waste Collection Service						
2					<b>Proposed Schedule</b>		
3					36 Weeks	16 Weeks	Annual Budget
4	School/Facility	Address	Container Size (cubic yard)	Number of Containers	Frequency Per Week In-Session	Frequency Per Week Summer	Proposal @ \$4.88 p/yard
5	Vero Beach High (main campus)	1707 16th Street, Vero Beach	6	4	5	2	\$ 24,829.44
6	Vero Beach High (main campus-sporting events)	1707 16th Street, Vero Beach	6	3	On-Call	On-Call	On-Call
7	Vero Beach High Freshman Learning Center	1507 19th Street, Vero Beach	6	2	5	2	\$ 12,414.72
8	Vero Beach High Freshman Learning Center	1507 19th Street, Vero Beach	6	1	3	1	\$ 3,630.72
9	Sebastian River High	9001 90th Avenue, Sebastian	6	3	5	2	\$ 18,622.08
10	Sebastian River High	9001 90th Avenue, Sebastian	6	1	3	1	\$ 3,630.72
11	Oslo Middle	480 20th Avenue SW, Vero Beach	6	2	4	2	\$ 10,306.56
12	Gifford Middle	4530 28th Court, Vero Beach	6	2	4	2	\$ 10,306.56
13	Storm Grove Middle	6400 57th Street, Vero Beach	6	3	4	2	\$ 15,459.84
14	Sebastian River Middle	9400 CR 512, Sebastian	6	2	4	2	\$ 10,306.56
15	Osceola Magnet	1110 18th Avenue SW, Vero Beach	6	2	4	2	\$ 10,306.56
16	Indian River Academy	500 20th Street SW, Vero Beach	6	1	4	2	\$ 5,153.28
17	Citrus Elementary	2771 4th Street, Vero Beach	6	2	4	2	\$ 10,306.56
18	Glendale Elementary	4940 8th Street, Vero Beach	6	2	4	2	\$ 10,306.56
19	Rosewood Magnet	3850 16th Street, Vero Beach	6	2	4	2	\$ 10,306.56
20	Vero Beach Elementary	1770 12th Street, Vero Beach	6	2	4	3	\$ 11,243.52
21	Beachland Elementary	3350 Indian River Drive, E. Vero Beach	6	2	4	2	\$ 10,306.56
22	Dodgertown Elementary	4350 43rd Avenue, Vero Beach	6	3	4	3	\$ 16,865.28
23	Liberty Magnet	6850 81st Street, Vero Beach	6	2	4	2	\$ 10,306.56
24	Pelican Island Elementary	1355 Schumann Drive, Sebastian	6	2	4	2	\$ 10,306.56
25	Treasure Coast Elementary	8955 85th Street, Sebastian	6	2	4	2	\$ 10,306.56
26	Sebastian Elementary	400 Sebastian Blvd., Sebastian	6	2	4	3	\$ 11,243.52
27	Fellsmere Elementary	50 N. Cypress Street, Fellsmere	6	2	4	2	\$ 10,306.56
28	Alternative Center for Education	1426 19th Street, Vero Beach	6	1	2	1	\$ 2,576.64
29	Wabasso School	8895 US Highway 1, Sebastian	6	1	2	1	\$ 2,576.64
30	Treasure Coast Technical College (TCTC)	4680 28th Court, Vero Beach	6	1	3	1	\$ 3,630.72
31	Transportation Department	5235 41st Street, Vero Beach	6	2	3	2	\$ 8,198.40
32	Care Here	5235 41st Street, Vero Beach	6	1	2	1	\$ 2,576.64
33	Support Services (Physical Plant)	6055 62nd Avenue, Vero Beach	6	1	1	1	\$ 1,522.56
34	JA Thompson (County Office)	6500 57th Street, Vero Beach	6	1	3	2	\$ 4,099.20
35					<b>100</b>	<b>52</b>	<b>\$ 247,123.20</b>
36						<b>Total Yards</b>	<b>53145</b>
37						<b>lbs. p/yard</b>	<b>61</b>

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**SCHOOL BOARD MEMORANDUM**

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
6500 57<sup>th</sup> Street  
VERO BEACH, FL 32967

Mark J. Rendell, Ed.D. • Superintendent

Date/Time Completed: 10/5/2018

- Presentation: Provide talking points
- Consent: Renewal
- Action: New items, Items with significant changes
- Discussion: Board Workshop/Be Guest
- Contract Attached with scope of work to be completed
- Board Attorney Approved
- Contract(s) signed

**TO: Board Members**

**FROM:** Nancy Esplen,  
School Board Executive Assistant

**SUBJECT:**  
Equity Committee Nominees

**Board Meeting Date: 10/9/2018**

**Approval of Appointment of Two (2) Employees to the Equity Committee – Chairman Frost**

Below is the list of applicants for the Equity Committee:

- Eddy Flores
- Vanessa Gonzalez
- Denny Hart
- Michael Hussey
- Deborah Long
- Rachel Moree
- Edwina Suit
- Eric Seymour
- Chris Taylor
- Lavonne Walker

An Equal Opportunity Agency

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