



## BIDDER QUALIFICATION FORM

BID NO. \_\_\_\_\_

BID TITLE \_\_\_\_\_

Direct all inquiries to Procurement Management Services:

BUYER NAME: \_\_\_\_\_

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

PHONE: (305) \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on \_\_\_\_\_ in room 351, School Board Administration building, 1450 NE 2nd Avenue, Miami, FL., 33132, at which time they will be publicly opened. Bids may not be withdrawn for \_\_\_\_\_ days after opening. (Refer to Instructions to Bidders, para. IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of Miami-Dade County, Florida.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES  NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII., and VI.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond  Check (Cashier's, Certified, or equal)

An original, manual signature is required on the Bidder Qualification Form.  
(Bidder is requested to use blue ink)  
(Do not use pencil)

**Legal Name of Vendor** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **E-mail address** \_\_\_\_\_

**By: Signature (Original)**

*Of Authorized Representative* \_\_\_\_\_ **Date** \_\_\_\_\_

**Name (Typed or Printed)**

*Of Authorized Representative* \_\_\_\_\_ **Date** \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

### I. PREPARATION OF BIDS

**A. BIDDER QUALIFICATION FORM** qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

**1. PERFORMANCE SECURITY.** The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

**2. BIDDER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

**B. INSTRUCTIONS TO BIDDERS.** Defines conditions of the bid.

**1. ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

**2. FOR M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women** owned and controlled Business Participation Statement and the M/WBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

**C. BID PROPOSAL FORM.** Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

**1. ITEM SPECIFICATION.** Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. *Packaging*.

**2. PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

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

### II. SUBMITTING OF BIDS

**A. BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

**B. ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

**C. PLACE, DATE AND HOUR.** Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

**D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**E. SUBMITTING A "NO BID."** If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

**F. AVAILABILITY OF BID INFORMATION.** Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

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

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

**A.** Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

**B.** When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail, and bids or proposals returned to the vendor unopened.

The notice of cancellation shall:

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

#### IV. CHANGE OR WITHDRAWAL OF BIDS

**A. PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

**C. FAILURE TO ACCEPT BID AWARD.** Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or

2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

#### V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

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

**B.** Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, 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 the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

**C.** All notice of 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 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

#### VI. AWARDS

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

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

**C. OFFICIAL AWARD DATE.** Awards become official upon the Board's formal approval of the award.

**D. PURCHASE ORDERS.** Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section VI. E.

**E. DEFAULT.** A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) 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 that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

#### VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

**A. PURPOSE.** A performance bond or check may be required to guarantee performance.

**B. BONDING COMPANY.** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

##### 1. Awards Greater than \$500,000

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

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

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

##### 2. Awards of \$500,000 or Less

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

**C. AMOUNT.** When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

**D. RELEASE OF PERFORMANCE SECURITY.** Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment

## VIII. SAMPLES

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

**A.** All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

**B.** All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

**C.** Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

**D.** Samples should be delivered to the following address:

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

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

**E. PAYMENT FOR SAMPLES.** The Board will buy no samples and will assume no cost incidental thereto.

**F. RETURN OF SAMPLES.** Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

**G. EVALUATION AND TEST RESULTS.** If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

## IX. SUBSTITUTIONS

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

## X. PACKAGING

**A. TYPE.** If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

**B. CONTAINER IDENTIFICATION.** The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

## XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

## XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

## XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

## XIV. DELIVERY AND BILLING

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

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

**C. INVOICES.** Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

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

**D. PAYMENT.** Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make directed payment to the bidder.

## XV. NO GRATUITY POLICY

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

## XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

## XVII. COMPLIANCE WITH LAWS

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

## XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

**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 sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued 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 (bid), 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 s. 435.04, Florida Statutes 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 a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.***

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

## XIX. COMPLIANCE WITH SCHOOL CODE

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement (bid) and may result in the termination of this Agreement (bid) by the Board.

## XX. 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 Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.


## XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 - 4A-1.212 and Florida Statute § 112.313(9).

## XXII. PUBLIC RECORDS LAW

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

---

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFFIX  
POSTAGE  
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
PROCUREMENT MANAGEMENT SERVICES  
ROOM NO. 352 BID BOX  
1450 N.E. 2<sup>ND</sup> AVENUE  
MIAMI, FLORIDA 33132

BID NO.: \_\_\_\_\_  
BID TITLE: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_

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THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

**Our company does not handle this type of product/service.**

**We cannot meet the specifications nor provide an alternate equal product.**

**Our company is simply not interested in bidding at this time.**

**OTHER, (Please specify)** \_\_\_\_\_

\_\_\_\_\_

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We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

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**NOTE:** Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

# Vendor Information Sheet



**1A.** \_\_\_\_\_  
Federal Employer Identification Number

Or \_\_\_\_\_  
Owner's Social Security Number

**1B.** \_\_\_\_\_  
Name of Firm, Individual(s), Partners or Corporation

\_\_\_\_\_ Street Address

\_\_\_\_\_ City State Zip Code

## 2. Telephone/Fax/Contact Person

\_\_\_\_\_ Telephone number

\_\_\_\_\_ Fax number

\_\_\_\_\_ Contact Person

\_\_\_\_\_ E-mail address

## 3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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



## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# 002-HH01**

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

### INSURANCE

Prior to being recommended for award, the Vendor 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 coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$500,000 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 Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor 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 Vendor.

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 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 to the 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 Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor 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 Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

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

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1500 Biscayne Boulevard, Suite 127  
Miami, Florida 33132

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 Vendor 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 Mrs. Jo-Tina Brown at 305-995-7133.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 002-HH01	BUYER James Williams	PAGE SC 1
TITLE PARTITIONS		

- PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed. The term of the bid shall be for two years from the 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 additional **1 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 to extend, request a letter of intent to extend from the awardee(s), prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
- AWARD:** In order to be considered for award of this bid, bidders must provide a minimum of three (3) reference letters detailing similar work performed, and shall include documentation of at least three (3) years experience in installation and repair of operable partitions and folding walls, with the bid or within five (5) days of request by Procurement Management Services. Awarded pre-qualified suppliers will be invited to participate in the quoting process for projects that exceed the District's established threshold amount. Projects that fall under the established threshold of the District shall be assigned on a rotational basis as needed. Suppliers who are awarded are expected to participate in all requests for quotes, by being present at the initial site scope meeting, or suppliers will not be allowed to submit a formal quote.

Proposals will be solicited on the anniversary of each extension period, in order to expand the pool of eligible suppliers to provide partitions and folding walls, including all labor, supervision, replacement, repairs, equipment and material. Subject to approval, these additional proposals will be evaluated and approved in accordance with the terms of bid proposal and specifications and added to the pool as they become available.
- DELIVERIES:** Delivery and Installations shall be completed within **45 days** after receipt of purchase order. All deliveries will be made to schools and departments as indicated on each purchase order.
- WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year or manufacturer's warranty, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. Vendor agrees to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement.
- VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor 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. Vendor applications can be downloaded at <http://procurement.dadeschools.net/>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 002-HH01	BUYER James Williams	PAGE SC 2
TITLE PARTITIONS		

6. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
1. Use of pencil is prohibited.
  2. Do not erase or use correction fluid to correct an error.
  3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

7. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.

8. **OCCUPATIONAL LICENSE:** 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 Occupational License 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.

9. **BID ADDENDUMS / QUESTIONS:** It is the bidders' responsibility to continuously monitor, the M-DCPS, Procurement website, for any addendums that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net>, (click on) *Bid Solicitation*. A Q&A link is provided to address all inquiries that may be received on this bid prior to bid opening..

10. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 002-HH01	BUYER James Williams	PAGE SC 3
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Mr. James Williams  
 Procurement Management  
 Fax #305-523-4997  
 E-mail: Jwilliams10@dadeschools.net  
 A copy of this written request must be sent simultaneously to:  
 Ileana Martinez, School Board Clerk  
 Miami-Dade County Public Schools  
 1450 N.E. 2<sup>nd</sup> Avenue, Room 268B  
 Miami, Florida 33132

11. **REBATES AND SPECIAL PROMOTIONS:** The successful bidders shall pass to M-DCPS, all rebates and special promotions offered by manufacturers during the term of the contract. It shall be the responsibility of the vendor to notify the district of such rebates and/or special promotions during the contract period.

The new price(s) charged for rebate and promotional item(s) must be lower than prices available through the contract. It is understood that rebates and special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

12. **NON-EXCLUSIVITY CONTRACTS:** The Board reserves the right to award other contractors and/or perform work herein described with its employees.

**The School Board of Miami-Dade County, Florida**  
**Bid # 002-HH01**  
**Partitions**

**BID PROPOSAL FORM (FORMAT B)**

		<b>PLEASE COMPLETE ALL SHADED AREAS</b>
Bid # 002-HH01		NAME OF BIDDER:
Title: PARTITIONS		
Buyer: J. Williams		
<b>ITEM</b>	<b>DESCRIPTION OF ITEM</b>	
	<b>Vendors are required to provide the following information to become a pre-qualified approved Supplier.</b>	<b>Contact Name:</b>
		<b>Phone Number:</b>
		<b>Fax Number:</b>
		<b>Email address:</b>
<b>1</b>	<b>Copy of Occupational License Effective Date and Number:</b>	<b>Submitted Yes or No</b>
<b>2</b>	<b>References Letters (3)</b>	<b>Yes or No</b>
<b>3</b>	<b>Documented Experience (3) Years</b>	<b>Yes or No</b>
<b>4</b>	<b>Insurance Requirement Submitted</b>	<b>Submitted : Yes or No</b>

Bid #002-HH01  
PARTITIONS SPECIFICATIONS

PART 1           PURPOSE

1.           PURPOSE:

The purpose of this bid is to secure a contract establish a pool of approved vendors to furnish labor, supervision, installation, repair, and replacement of operable partitions , for Miami-Dade County Public Schools, (hereinafter referred to as M-DCPS). Vendors shall be capable of providing installation, removal of existing partitions, drywall and equipment in accordance with outlined specifications. Proposals will be solicited on the anniversary of each extension period, in order to expand the pool of eligible providers for these services. Subject to approval, these additional proposals will be evaluated and approved in accordance with the terms of the bid proposal and specifications, and added to the pool as they become available.

1.01          GENERAL INFORMATION

A.           Scope

Vendors shall furnish all labor, supervision, equipment, transportation and materials necessary to furnish and install operable partitions and folding walls, at Miami-Dade County Public Schools. Projects include, but are not necessarily limited to, design, fabrication, installation, replacement and incidental work such as removal and disposal of existing walls, and repairs.

B.           Work Day

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

C.           Execution/Project Site Scope Meeting

1.           Vendors will be notified in writing via e-mail, facsimile or other documented method. Approved vendors must attend site scope meeting. Vendors who fail to attend required site scope meeting, forfeit their opportunity to compete in the fair bidding process, as a result their request for quotation will not be accepted. Vendors(s) shall submit a detailed quotation to Procurement Management Services by the date indicated on the quotation package. If signed and sealed plans are required, the vendors(s) are required, and shall submit within the specified time, as outlined in the Project Site Scope Meeting, Vendors Submission of quotations, means that they are in agreement to complete the work as defined at the Project Site Scope Meeting written specifications. It's the responsibility, of the vendors to include all necessary items prior to final submission to the Procurement Management Services, quotations shall contains, at a minimum, the firm, fixed price to complete the work, a list of materials, equipment, labor hours and subcontractors, if any. The quotation shall also contain the relative project

Bid #002-HH01  
PARTITIONS SPECIFICATIONS

schedule and estimated period for completion not to exceed 60 calendar days. If additional items or material are required to complete a project after award of the quote, it is the responsibility of the vendors to provide at no additional cost to the Board. No allowances shall be made for vendors' underestimate of cost for material, labor and lack of knowledge, unless they are the result of specification changes requested by the Board's representatives.

2. The vendors(s) submitting the Lowest responsive proposal, meeting specifications shall be awarded the project on a lump sum basis.
3. Awarded vendors(s) shall be notified by Project Manager with a Notice-To-Proceed letter within one (1) to ten (10) calendar day's notice of commencement. No project shall commence without a valid purchase order. The time of completion for each installation, upgrade or repair shall be determined by this procedure and may adjusted by mutual agreement of the vendors(s) and the School Board of Miami-Dade County, Florida. The time of completion shall be of the essence. The District, by requesting quotation, does not by implication commit itself to commencement or completion of any project.
4. M-DCPS reserves the right to award to approved vendors, on a rotating basis, any individual project whose cost is below the threshold established by Miami-Dade County Public Schools= Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS, paragraph II, (B), or any amendment thereof.

D. Site Inspection

1. Vendors(s) who request additional site inspections after the initial Project Site Scope Meeting may be granted by the district, however, all written information concerning the project given to vendors remains the same.. Under no circumstances shall a site inspection walk through change requirements given at initial Project Site Scope Meeting.
2. Site inspections will only be granted to vendors who have attended scheduled Project Site Scope Meeting.
3. Vendors(s) are responsible for sites visits and are expected to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out.
4. The vendors shall make such investigations as appropriate to fully understand the facilities, difficulties and restrictions attending the execution of the work.
5. The vendors shall also thoroughly examine and be familiar with all the specifications and references herein. Failure or omission of the vendors to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general; and local conditions and all matters which may in any way affect



Bid #002-HH01  
PARTITIONS SPECIFICATIONS

performance shall not relieve the vendors of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the vendors to additional compensation after a notice to commence is issued.

E. Inspection and Punch list:

1. The M-DCPS authorized representative will monitor the vendors using appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted. The vendors are responsible for requesting all required inspections and shall give two working days notice prior to the requested inspection date. If the work is not complete when the inspection occurs, the vendors may be held liable for the cost of the inspection.

2. Progress Inspection:

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

3. Final Inspection:

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

4. Stoppage of work:

M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS authorized representative or the Inspector:

- a. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.
- b. The vendors(s) activities results in damage to District property.
- c. The vendors(s) activities interfere with the normal operation of the facility or its program.
- d. Any other condition, situation, or circumstance which, in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.

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PARTITIONS SPECIFICATIONS

F Delivery of Equipment

M-DCPS shall not accept delivery of vendors' equipment. The vendors shall coordinate and accept delivery of their equipment, materials, supplies, etc.

G. Subcontracting:

Subcontracting is permitted under this contract. The vendors shall submit a list of subcontractors with each individual proposal. M-DCPS reserves the right to reject any subcontractor. Rejection of subcontractor shall not entitle vendors to adjustment of quote. The vendors shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendors and any subcontractor.

H. Communication

Communications, between vendors(s) and M-DCPS in references to specifications, scope of work, permissions, clarification, and instructions given at site scope meeting must be in writing.

1.02 VENDORS QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidders must be qualified and properly licensed, if required, to perform the scope of the work described herein.
- B. Vendors are to provide a minimum of three (3) reference letters detailing similar work performed, and shall include documentation of at least three (3) years experience in installation and repair of operable partitions and folding walls.
- C. Vendors must comply with federal, state and local code and regulations for installation and repair of operable partitions and folding walls as requested in this contract.
- D. Vendors shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Rule 6GX13-4-1.05. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense, maybe considered.
- E. Vendors shall insure that all of their personnel, subcontractors and material suppliers engaged in any activities encompassed by this bid are properly qualified, trained and licensed to perform the work assigned. Vendors may be requested at any time to provide evidence of such qualifications.
- F. All personnel employed by the vendors, including any subcontractor and subcontractors' employees, when applicable, shall display at all times an identification badge which shall include the employee's name and either a physical description and/or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.

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PARTITIONS SPECIFICATIONS

- G. The vendors' employees and subcontractors' personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and the vendors may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.

1.03 REFERENCES

- A. Florida Building Code
- B. Miami-Dade County Public Schools' Master Specifications Guidelines Sections:
1. 05120 - Structural Steel.
  2. 06100 - Carpentry.
- C. Division 16 – Electrical
- D. 10625 – Operable Partitions
- E. Other Master Specifications guidelines as applicable to project scope.
- F. Miami-Dade County Public Schools= Board Rule 6Gx13-3C-1.111, BIDDING PROCESS COMPETITIVE BIDDING REQUIREMENTS.
- G. Trade association general standards referred to in the reference documents will be interpreted based on the most recent revision.

**NOTE:** Current listing of Master Specifications utilized by Miami-Dade County Public Schools may be accessed on the Internet at:

**<http://facilities.dadeschools.net/default.aspx?id=masterspec2004>**

1.04 DEFINITIONS

- A. Owner
- Shall mean the School Board of Miami-Dade County, Florida, also referred to as M-DCPS or the Board.
- B. Site Representative
- Shall mean the senior administrator or designee at the facility where services are being provided.

Bid #002-HH01  
PARTITIONS SPECIFICATIONS

C. M-DCPS Authorized Representative

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

D. Vendors

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

E. Performance

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

F. Acceptance

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

G. Punch List

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

H. Written Notice

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

I. Project Site Scope Meeting

Shall mean a specified planned undertaking consisting of the scope of work defined in the project site scope meeting described in Section 1.01 General Information Section C, Execution/Project Site Scope Meeting.

1.05 SUBMITTALS

A. Submit properly identified product data, complete with installation details and instructions, before starting work.

B. Submit shop drawings for fabrications and erection of panel partition, folding walls assemblies upon request.

Bid #002-HH01  
PARTITIONS SPECIFICATIONS

1.06 PROJECT CONDITIONS

Project conditions will be identified through the Project Site Scope Meeting inspection pursuant to Section 1.01 (C) of these specifications.

1.07 PERMITS

This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendors shall not be responsible for the cost of obtaining this Permit. However, a specific building permit will be required for certain projects defined by the Florida Building Code, including, but not limited to, all projects estimated to cost \$200,000 or more and any work categorized as remodeling. The vendors will be responsible for obtaining this permit from the Miami-Dade County Public School's Building Code Compliance Office.

1.08 QUALITY ASSURANCE

- A. Provide panel partition and folding walls assembly as a complete unit by one manufacturer including necessary hardware, fitting accessories and anchorages.
- B. Sound Transmission Classification (STC): Provide folding partition units capable of achieving as STC rating of 55 when tested according to ASTM E90.
- C. Flame Spread Rating: Use only facing materials not exceeding a 25-flame spread rating when tested to ASTM E84.

1.09 WARRANTY

- A. The vendors shall warrant the work and shall remedy any defects due to faulty materials or workmanship for a minimum of one (1) year from the date of final acceptance. Manufacturer's warranties, if greater than one year, shall not be limited by this provision.
- B. Vendors shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendors shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice.
- C. Neither the final payment nor any provision in the contract documents shall relieve the vendors of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

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PARTITIONS SPECIFICATIONS

PART 2 PRODUCTS

2.00 MANUFACTURERS

- A. Approved manufacturer's products as per M-DCPS Master Specifications are:
1. Kwik Wall, Series 3000
  2. Modern fold, Acoustic-Seal 900 Series

**NOTE 1: Refer to M-DCPS Master Specification Guidelines, Section 10625, Operable Partitions, Section 2, Products, for additional specifications and requirements.**

**NOTE 2: Additional manufacturers may be added, and/or manufacturers deleted as a result of revisions to the Master Specifications Guidelines during the term of this contract, or any extensions thereof.**

PART 3 EXECUTION

3.00 PROJECT EXECUTION

- A. All work performed by the vendors shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 1.03, the requirements set forth in the scope definition provided by M-DCPS, the specific terms and conditions contained within the purchase order and the general terms and conditions of this contract.
- B. Vendors are responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.
- C. If, during the course of the work, any unforeseen hazards or materials are encountered, the vendors shall immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

3.01 CHANGE OF SCOPE OF WORK

- A. After issuance of a purchase order and commencement of a project, the scope may be changed for any reason, including, but not limited to, unforeseen circumstance or owner's request. In order to maintain continuity, the M-DCPS authorized representative shall issue a request for cost proposal to the vendors assigned the project. The time frame for response shall be clearly stated.
- B. If the vendors do not respond within the time frame stipulated, M-DCPS may at its sole option, perform the work in any manner it deems in the best interest of the District, including cancellation of the original purchase order and compensating the vendors only for the work performed and the materials in place.

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- C. If the vendors (s)' proposal is acceptable; a supplemental purchase order will be issued for the additional work. If necessary, the original completion date may be adjusted by mutual agreement between the vendors and the M-DCPS authorized representative.

PART 4 PROTECTION AND CLEANUP

- A. The vendors will take all necessary steps to provide a safe work environment for the occupants of the school and the general public in and around the work area and while the work is being performed. The vendors shall conform to all applicable OSHA, state and local regulations while performing work under this contract.
- B. During the execution of projects, the vendors shall take all necessary, ordinary and extraordinary precautions to insure that M-DCPS property is protected from damage and defacement resulting from the vendors' activities. The vendors at the vendors' sole expense shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- C. It is the responsibility of the vendors to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendors shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws, codes and ordinances.
- D. Vendors, their employees and/or assigns, shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without expressed written permission prior to commencement of project from the M-DCPS authorized representative.
- E. Vendors' materials, equipment and tools, which are not in use, shall be stored in a secured location supplied by the vendors.
- F. M-DCPS is not responsible for loss of tools, equipment or supplies.
- G. Site shall be left in a "broom clean" condition upon completion of work.
- H. Vendors shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.

PART 5 TERMINATION AND REMEDY

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 day's written notice to the vendors.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract, if material or procedures are used other than those specified.
- C. In the event that the vendors fail to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, M-DCPS shall issue a written

Bid #002-HH01  
PARTITIONS SPECIFICATIONS

notice to the vendors, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the vendors, accomplish the work in any manner it chooses, with the cost of such work being borne solely by the vendors. Exercise of this provision does not preclude the M-DCPS from seeking other remedies including termination of this contract.

- D. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction, which are a result of the vendors' negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances shall be borne solely by the vendors.
- E. Vendors which exhibit repeated patterns of non-responsiveness to requests for proposals may be disqualified from future work under this bid.

PART 6 NON-EXCLUSIVITY

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

PART 7 INVOICING

- A. The invoice document shall contain, as a minimum, the following information:
  - 1. M-DCPS Purchase Order Number
  - 2. Scope of work performed, including a list of all parts and materials.
  - 3. Start and completion time and date(s) of work performed.
  - 4. Work location where services were provided.
  - 5. Final release of lien, and/or consent of surety, from any subcontractor or vendors, if applicable.
  - 6. Final release of claim from the vendors.
- B. Payment will be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendors at the vendors' expense prior to any payment being made. The vendors will not be compensated for waste and/or surplus materials.
- C. Invoices shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.