



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
SCHOOL BOARD ADMINISTRATION BUILDING  
1450 Northeast Second Avenue  
Miami, FL 33132

**BIDDER QUALIFICATION FORM**

**BID NO.** 002-NN06

**BID TITLE** Sod, Incidental Materials and Services: Supply,  
Furnish and Install

Direct all inquiries to Procurement Management Services.

BUYER NAME:

G. Jackson

E-MAIL ADDRESS: gjackson@dadeschools.net

PHONE: (305) 995-2345

FAX NUMBER: (305) 523-2214

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on October 23, 2012 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 Bids may not be withdrawn for 120 days after opening.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. BIDDER CERTIFICATION AND IDENTIFICATION**

- A. 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.
- C. I certify agreement with the School Board of Miami-Dade County 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)
- D. 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.

**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, its members, officers and employees.

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

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED: Performance Bond ☐ Check (Cashier's, Certified, or equal) ☐

**IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE**, please indicate: YES ☐ NO ☐

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.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**By: Signature (Original)**

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

**Name (Typed or Printed)**

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

## DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

# INSTRUCTIONS TO BIDDERS

## CONE OF SILENCE

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

## I. PREPARATION OF BIDS

A. **BIDDER QUALIFICATION FORM** qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

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

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

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

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

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

C. **BID PROPOSAL FORM.** Defines requirement of items to be purchased, and must be completed and submitted 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 SPECIFICATIONS.** Describes technical, performance, and packaging requirements for every bid line item. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.

2. **PRICES** are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and freight charges. Bidder own goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID 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. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

1. Use of pencil is prohibited.
2. 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.** 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 posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the canceled solicitation shall be 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 calendar days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

**C.** The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board 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 a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**D.** Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting 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 §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Policies 6320 and 0133.

**E.** 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: [Martinez@dadeschools.net](mailto:Martinez@dadeschools.net)

#### **VI. AWARDS**

**A. RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total

low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

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

**B. NOTIFICATION OF INTENDED ACTION** will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

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

#### **D. TERMINATION FOR CONVENIENCE**

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

**E. 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 Section VI. F.

**F. 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 had 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 Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.04.

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

**H. DEBARMENT.** Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

**I. IDENTICAL PRICES.** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

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

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

**B. BONDING COMPANY.** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation 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 TESTING AND EVALUATION**

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to M-DCPS. Vendor must pay for the testing/evaluation of these samples which must be submitted in accordance with the following procedures.

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 manufacturer's product name and number. When non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

**B.** Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the M-DCPS Materials Testing and Evaluation Department (<http://materials.dadeschools.net>) are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

**C.** The Materials Testing and Evaluation Department is located at:

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

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

**D.** Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the 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.

**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. No perishable samples submitted for testing and evaluation will be returned.

**G. TESTING AND EVALUATION RESULTS.** The Materials Testing and Evaluation Department will report to the buyer the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

**IX. SUBSTITUTIONS**

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

**X. PACKAGING**

**A.** If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the 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.** 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

This agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and incorporates and supersedes any and all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. General or special conditions included in any of vendors' price lists, invoices, tickets, receipts or other such documents presented to School Board shall have no applicability to School Board with respect to this Agreement.

**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. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

## **XV. NO GRATUITY POLICY**

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

## **XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

**A.** All 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 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.

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

### **STATUS VERIFICATION SYSTEM**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The 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 of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

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

## **XVIII. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475 as amended from time to time 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 rules prior to providing services to the School Board of Miami-Dade County.

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

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007)

are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

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

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, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Contractor 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. 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 Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **XIX. COMPLIANCE WITH SCHOOL CODE**

Contractor 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 Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract 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 Policies 1129, 3129, 4129 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.

#### **XXIII. ASSIGNMENT**

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

#### **XXIV. DAVIS-BACON ACT LABOR STANDARDS**

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### **XXV. LOBBYISTS**

School Board Policy 8150, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete, annually, a Lobbyist Registration Form, and pay the annual registration fee.

Pursuant to this rule, 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.

#### **XXVI. LOCAL-VENDOR 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 dollars or the current formal bidding threshold set by statute.

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

Board policies may be accessed at:  
<http://www.neola.com/miamidade-fl/>

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.: 002-NN06  
BID TITLE: Sod, Incidental Materials and Services: Supply  
Furnish and Install  
BID OPENING DATE: October 23, 2012

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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) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

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>



## 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): 002-NN06	
<b>BUSINESS NAME:</b>	
<b>CONTACT PERSON:</b>	
<b>ADDRESS:</b> (Include City State & Zip Code)	
<b>FEIN (Federal Employer Identification Number):</b>	<b>Length of Time at Address Provided:</b> _____
	<b>Length of Time Located within the legal boundaries of Miami-Dade County:</b> _____
<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 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.</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

## 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-NN06**

### INDEMNIFICATION

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

### DUTY TO DEFEND

The Vendor 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 Vendor's performance under this Agreement.

### 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  
1501 N.E. 2<sup>nd</sup> Avenue, Suite 335  
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 Muriel Saenz at 305-995-713

## Sod, Incidental Materials and Services: Supply, Furnish and Install

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of sod, incidental materials and services. The term of the bid shall be for one (1) year from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for four (4) additional **one** year periods and, if needed, 90 days beyond the expiration date of the current contract period. 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. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
2. **QUANTITIES:** The quantities or usage shown on the bid proposal form are estimates **only**. No guarantee or warranty is given or implied by the Board, as to the total amount that **may** or **may not** be purchased from the resulting contract(s). These quantities are for bidders' information **only**, to aid in determining whether they will be able to supply the amounts which may be required by the Board.
3. **DELIVERIES AND INSTALLATION:** Delivery shall be completed within 10 days after receipt of purchase order. All deliveries will be made to schools and departments as indicated on each purchase order.
4. **AWARD:** The award of this contract will be made to a primary and one (1) alternate vendor, based on the lowest, responsive, responsible vendor meeting all specifications. Items will be awarded by group on a total low bid basis. Vendor must bid all items to be considered for award.
5. **ALTERNATE VENDOR:** M-DCPS reserves the right to assign work simultaneously to the alternate vendor in the event that the primary vendor is unable to complete individual projects within the time frame required for continuity of program, safety or health of the staff and students, or protection of Board assets.
6. **REFERENCES:** Bidder(s) is required to provide with bid, or within five (5) days of notification, a minimum of three (3) letters of reference of similar work performed within the South Florida area.
7. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
8. **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.



## Sod, Incidental Materials and Services: Supply, Furnish and Install

**SPECIAL CONDITIONS CONT'D**

9. **PRE-BID CONFERENCE:** a pre-bid conference has been scheduled for Tuesday, October 16, 2012, at 9:00 a.m., at the Maintenance Operations Center, 12525 N.W. 28<sup>th</sup> Avenue, Miami, Florida 33167. Attendance by the bidder or his qualified representative is requested.
10. **SITE INSPECTION:** Prospective vendors are encouraged to make site inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The District representative is available to answer questions regarding normal work load, average job size, problems, safety considerations, or other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award.
11. **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 vendor(s) not be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>
12. **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.

Sod, Incidental Materials and Services: Supply, Furnish and Install

**SPECIAL CONDITIONS CONT'D**

13. **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:

Greg Jackson, Buyer  
Procurement Management  
Fax #305-523-2214  
E-mail: [gjackson@dadeschools.net](mailto:gjackson@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  
Fax #305-995-1448  
E-mail: [martinez@dadeschools.net](mailto:martinez@dadeschools.net)

14. **BID ADDENDUMS:** All bidders should monitor continuously, the M-DCPS, Procurement website, for any addendums that may be posted, prior to the opening of this solicitation. The procurement website, which list all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net>, (click) bid solicitation.
15. **CREDIT CARDS:** The District may place some orders and utilize, as the form of payment, a District-issued credit card, to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number.

Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual card number upon every purchase.

The School Board of Miami-Dade County, Florida  
 Bid #002-NN06  
 Sod, Incidental Materials and Services: Supply, Furnish and Install

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid No.: 002-NN06
Title: Sod, Incidental Materials and Services: Supply, Furnish and Install
Buyer: G. Jackson

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT
	<b>VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____</b>			
	<b>Items 1 through 21 will be award on a total low bid basis. Vendor must bid all items. Furnish all transportation, labor, supervision, equipment and materials necessary to supply and install sod and incidental materials and services at Miami-Dade County Public School facilities. All materials and methods must adhere to MDCPS Master Specifications.</b>			
1	St. Augustine Floratam Sod installed as Squares	300,000	Square feet	
2	Bahia Argentine Sod installed as Squares	50,000	Square feet	
3	Bermuda Celebration Sod installed as Squares	66,000	Square feet	
4	Bermuda Celebration installed as rolls	250,000	Square feet	
5	St.Augustine Floratam installed as rolls.	10,000	Square feet	
6	Provide and distribute water for sod.	210,000	Gallon	
7	Provide labor with hand tools for miscellaneous fine grading.	800	Hours	
8	Roll sod-to complete installation.	423,500	Square feet	
9	Top soil mix 80/20 (70% silica sand; 30% Florida Peat).Provide and install to a finished grade M-DCPS Master specification guidelines compacted to 85% relative density	1,500	Cubic yards	
10	Provide and spread 80/20 soil mix as top dressing for sod. (80% silica sand; 20% Florida Peat)	950	Cubic Yards	
11	Provide and spread silica sand top dressing for sod.	950	Cubic yards	
12	Provide and install cypress mulch.	150	Cubic yards	
13	Provide and install eucalyptus mulch.	150	Cubic yards	
14	Provide and install red designer mulch.	250	Cubic Yards	
15	RotoTil to a depth of up to 4 inches, as specified by the M-DCPS authorized representative.	100,000	Square feet	
16	Scarify soil surface with an Koro agricultural milling machine.	100,000	Square feet	
17	Dispose offsite of debris generated by Item 16	300	Cubic Yards	
18	Provide and install screening sand fill,(sieve 16 - 19) to rough grade, including compaction to 90% density.	600	Ton	
19	Grade and level. Price shall include all necessary labor, equipment, excavation, stripping, clearing, grubbing, stabilization, disposal of excess fill material off site and disposal fees.	1,000	Cubic Yards	
20	Removal and disposal of debris, including disposal fees	500	Cubic Yards	
21	Laser Grading per section 1.07.	500,000	Square feet	
	<b>TOTAL LOW</b>			

The School Board of Miami-Dade County, Florida  
 Bid #002-NN06  
 Sod, Incidental Materials and Services: Supply, Furnish and Install

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid No.: 002-NN06
Title: Sod, Incidental Materials and Services: Supply, Furnish and Install
Buyer: G. Jackson

**PLEASE COMPLETE ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT
	<b>Items 22 through 32 will be award on a total low bid basis. Vendor must bid all items. Furnish all transportation, labor, supervision, equipment and materials necessary to supply and install sod and incidental materials and services at Miami-Dade County Public School facilities.</b> <b>All materials and methods must adhere to MDCPS Master Specifications.</b>			
22	St. Augustine Floratam sod: Delivered to any M-DCPS facility and unloaded by vendor.	50,000	Square feet	
23	St. Augustine Floratam sod: picked- up by M-DCPS	50,000	Square feet	
24	Bahia Argentine sod: delivered to any M-DCPS facility and unloaded by vendor.	1,000	Square feet	
25	Bahia Argentine sod: Picked- up by M-DCPS.	1,000	Square feet	
26	Bermuda Celebration Sod: Delivered to any M-DCPS facility and unloaded by vendor.	10,000	Square feet	
27	Bermuda Celebration Sod Picked-up by M-DCPS.	5,000	Square feet	
28	Bulk cypress mulch: Delivered to any M-DCPS facility and unloaded by vendor.	100	Cubic yards	
29	Bulk eucalyptus mulch: Delivered to any M-DCPS facility and unloaded by vendor.	100	Cubic yards	
30	Bagged cypress mulch: Delivered to any M-DCPS facility and unloaded by vendor.	400	Bags	
31	Bagged eucalyptus mulch: Delivered to any M-DCPS facility and unloaded by vendor.	400	Bags	
32	Bagged red designer mulch: Delivered to any M-DCPS facility and unloaded by vendor.	350	Bags	
	<b>TOTAL LOW</b>			
	<b>Item 33 will be awarded to the lowest responsive, responsible bidder. Furnish all transportation, labor, supervision, equipment and materials necessary to supply hydro-seeding per specifications at Miami-Dade County Public School facilities.</b> <b>All materials and methods must adhere to MDCPS Master Specifications.</b>			
33	Hydro-seeding	15,000	Square Yard	

**PART 1      GENERAL**

**1.00    SPECIAL CONDITIONS**

Special conditions are as delineated under the section so titled.

**1.01    SUMMARY**

**A.      Purpose**

The purpose of this bid is to establish a contract with firm prices to furnish all transportation, labor, supervision, equipment and materials necessary to supply and install sod and incidental materials and services at Miami-Dade County Public Schools' facilities.

**B.      Working Day**

The normal working hours for M-DCPS are between 7:00 a.m. to 3:30 p.m., Monday through Friday. As directed by the M-DCPS authorized representative, the vendor shall work during school off-hours, recess periods, Board authorized holidays or legal holidays, at no additional cost to the Board.

**C.      Site Inspection**

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

**D.      Emergency Response**

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

E. Inspection and Punchlist:

1. The M-DCPS authorized representative will monitor the vendor using appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted. The vendor is 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 vendor 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 vendor, inspect the work for quality of materials and/or installation. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative. Any rejected sod material shall be removed and replaced promptly.

3. Final Inspection:

Upon completion of the work the vendor shall notify the M-DCPS authorized representative and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be affected within 5 days of the inspection, unless additional time is requested by the vendor, in writing, and approved in writing by the M-DCPS authorized representative.

## **1.02 VENDOR 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 to perform the

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scope of the work described herein. Bidders must possess a valid occupational license issued by Miami-Dade County.

- B. Prior to award of this contract, the vendor shall provide a minimum of three letters of reference of similar work performed within the South Florida area.
- C. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- D. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- E. Vendor 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.
- F. Vendor shall insure that all of its personnel engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of its employees' qualifications.
- G. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- H. The vendor's employees, subcontractors and its employees, and any other personnel, including materialmen engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.

### **1.03 REFERENCES**

- A. Florida Building Code (FBC) - Latest Edition



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- B. Occupational Safety and Health Act (OSHA)
  - C. Miami-Dade County Public Schools Master Specifications Guidelines Sections:
    - 1. 02200 Earthwork
    - 2. 02900 Landscaping
    - 3. 02931 Tree and Plant Protection
    - 4. 02935 Sodding
- (Note: These Master Specifications may be accessed on the internet at <http://facil.dade.k12.fl.us/facplan/MasterSpec.htm>)**
- D. Where conflicting specifications exist between reference documents, or any specifications contained herein, the more restrictive specification will prevail. Trade association general standards referred to in the reference documents will be interpreted based on the most recent revision.

#### **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.
- 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. Inspector  
  
Shall mean an authorized representative of Maintenance Operations.
- E. Vendor

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

F. Performance

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

G. Acceptance

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

H. Punch List

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

I. Emergency

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

J. Written Notice

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

K. Project

Shall mean a specific planned undertaking defined in Part 2 of these specifications, including all work incidental thereto.

**1.05 PERMITS**

This work will be accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for obtaining this Permit.

**1.06 PRODUCTS**

A. Sod

1. Sod delivered under this bid shall remain the property of the seller(s) until it has been physically inspected by the MDCPS authorized representative. Samples may be required prior to delivery.
2. Sod shall be well matted with heavy root development, firm texture, strongly rooted, not less than two years old.
3. Sod shall contain no objectionable vegetation, fungi, fire ants, or disease, broadleaf or torpedograss and no more than 2% of any other grass or weeds.
4. Machine cut to pad thickness as specified in M-DCPS Master Specification Guidelines Section 02935, Sodding.
5. Provide only sod capable of vigorous growth and development when planted.
6. Soil embedded in the sod shall be free of stones.
7. Sod which is cut in commercial size rectangles, shall have a maximum 5% deviation in either length or width. Broken or uneven pads or pads with uneven will not be accepted.
8. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will not be accepted.
9. During the installation of rolled sod, any attached netting shall be removed. Biodegradable netting may be used with prior written approval from the M-DCPS authorized representative. Biodegradable netting shall be certified by the manufacturer to be biodegradable within three (3) months from installation.

B. Soil

1. Top soil mix 80/20 shall adhere to the specifications provided in MDCPS master specification 02935, part 2, 2.01, A. 1 and 2.
2. Sports top mixes 95/5 and 80/20 shall adhere to the specifications provided in MDCPS master specification 02935, part 2, 2.01, A. 1 and 3.

**C. Mulch**

1. Mulch provided under this contract shall be cypress or eucalyptus, as required, and shall not contain trash, stones, refuse, debris or any recycled materials. Use of recycled pressure treated material, or any material or additive or dye containing arsenic, chromium, copper, or any toxic or hazardous chemical or material is specifically prohibited.
2. Vendor shall provide written certification that mulch does not contain hazardous or toxic materials or chemicals.
3. M-DCPS may, at any time, test mulch for the presence of prohibited materials and chemicals. If any such materials or chemicals are found, the vendor shall be liable for: a) cost of testing, b) cost of removal of the contaminated mulch, c) cost of replacement with approved material, d) cost of mitigation of any collateral or residual contamination. This circumstance may also be grounds for termination of the contract with prejudice.

**1.07 LASER GRADING**

If required by the scope of work, the vendor shall provide gradients and elevations as instructed by the M-DCPS authorized representative in conformance with current industry standard laser grading procedures using laser automated mechanical equipment to ensure specified tolerances.

**PART 2 EXECUTION**

**2.00 ESTIMATES AND QUOTES**

- A. When notified in writing via facsimile, letter or other documented method, the vendor shall meet with the M-DCPS authorized representative at the work site to receive and review a scope of work. Unless otherwise specified, the vendor shall be required to participate in this meeting within two working days of notification.
- B. The vendor shall, within two working days of the site meeting, submit a detailed proposal to the M-DCPS representative using the appropriate line items from the awarded contract. The proposal shall also contain the work schedules and estimated time frame for project completion as mutually agreed upon during the site meeting.

**2.01 PROJECT EXECUTION (FURNISH AND INSTALL)**

- A. All work performed by the vendor 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. Subgrade Preparation
  - 1. Loosen subgrade of lawn areas to a minimum depth of 3".
  - 2. Remove stones over 1" in any dimension and all other debris, sticks, roots, trash and extraneous material.
  - 3. Limit preparation to areas which will be sodded promptly after preparation to avoid weed infestation. If weed growth is incurred as a result of an unauthorized delay between area preparation and sodding, the vendor will be liable for removal of said weed growth before and/or after the commencement of installing new sod.
  - 4. Allow for sod thickness in areas to be sodded so as to avoid differences in elevation between the sodded areas and the surrounding turf to ensure a level safe surface between new sod and existing turf.
- C. Sodding
  - 1. Install sod in a timely manner to ensure survival of the turf grass to form a solid mass with tightly fitted joints.
  - 2. Ends and sides of sod strips shall not overlap and the space between the edges shall not exceed ½ inch.
  - 3. Stagger strips to offset joints in adjacent courses.
  - 4. Tamp lightly to ensure contact with subgrade.
  - 5. Treat, repair or replace damaged sod as directed by the MDCPS authorized representative
- D. If, during the course of the work, any unforeseen hazards are encountered, the vendor is to immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

## **2.02 HYDRO-SEEDING**

- A. Hydro-seeding shall be performed with a commercial turf hydro-seeding machine capable of simultaneous application of seed, water, hydro-mulch, tackifier, and fertilizer. The hydro-seeder shall be capable of rapid mix of this slurry by continuous agitation.
- B. The hydro-seeding mixture will contain the components listed below and shall be applied in the manner specified. Specifications on constituents of hydro-seeding mixture are as follows:
  - 1. Seed: The M-DCPS authorized representative will specify the seed type and quality. Seed will be added at a rate of 8 lbs per 100 gallons unless otherwise specified by the M-DCPS authorized representative.
  - 2. Hydro-mulch: This material will consist of cellulose fiber manufactured from recycled newsprint. Vendor shall use National Fiber's Hydro-Seeding Mulch or a product of equal quality. This product shall be free of foreign material and be added at a rate of 40 lbs per 100 gallons.
  - 3. Tackifier: A standard agricultural sticker or tackifier will be used. Dilution rate as specified by product's manufacturer.
  - 4. Fertilizer: To be added to the mixture at a rate of 3 lbs of soluble 16-4-8 fertilizer per 100 gallons, unless otherwise specified by the M-DCPS authorized representative.
  - 5. Water: Shall be potable water from the tap or well.
- C. Application
  - 1. Mixing: Tank will be filled with water to desired capacity. Hydro-mulch shall be added with agitator on. This mixture shall be agitated for 10 minutes before addition of seed, fertilizer and tackifier.
  - 2. Field application: Mixture shall be evenly sprayed at a rate of 100 gallons of mixture per 1500 ft<sup>2</sup>.

## **PART 3 PROTECTION AND CLEANUP**

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

#### **PART 4      TERMINATION AND REMEDY**

- A. M-DCPS reserves the right to terminate this contract for convenience, upon 30 days written notice to the vendor.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract, if material or procedures are used other than those specified.



- C. In the event that the vendor fails to 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 notice to the vendor, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the vendor, accomplish the work in any manner it chooses, with the cost of such work being borne by the vendor. Exercise of this provision shall not preclude M-DCPS from pursuit of any other remedy including declaring the vendor non-responsible, default, or termination.
- D. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which is a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes, rules and/or ordinances, shall be borne solely by the vendor.

#### **PART 5 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 6 INVOICING**

- A. The invoice document shall contain, as a minimum, the following information:
  - 1. M-DCPS purchase order number, and release number, when appropriate).
  - 2. Scope of work performed.
  - 3. Start and completion time and date(s) of work performed.
  - 4. Work location where services were provided.
  - 5. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
  - 6. Final release of claim from the vendor.
- B. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment

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being made. The vendor will not be compensated for waste and/or surplus materials.

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