

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

**BIDDER QUALIFICATION FORM**

**BID NO.** 007-KK06

**BID TITLE** Sprinklers, Lawn and Turf

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 27, 2009 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 Bids may not be withdrawn for 120 days after opening.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 Rule 6Gx13-3F-1.025)
- 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 Rule 6Gx13- 3F-1.025, 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

## LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

# 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 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

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** 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. 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.** 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 posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled 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 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 Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing 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 to §120.57 Fla. Stat. 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.

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 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. 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 Rule 6Gx13- 3F-1.023.

G. 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 Rule 6Gx13-3F-1.023 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.

#### 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.** 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

**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 direct payment to the bidder. 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(I) 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.

## 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 Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 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 Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 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 grounds for immediate termination of this Contract by the Board. The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the 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 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.

## 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").

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS  
*designe*

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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.: 007-KK06  
BID TITLE: Sprinklers, Lawn and Turf  
BID OPENING DATE: October 27, 2009

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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 \_\_\_\_\_

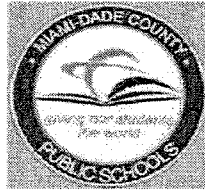
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**NOTE:**

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>

## Sprinklers, Lawn and Turf

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of lawn and turf sprinklers, for Maintenance Materials Management stock. The term of the bid shall be for one 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 **two (2)** additional **one (1)** year period(s) 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 successful bidder(s), prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful bidder(s) agrees to this condition by signing its bid.
2. **AWARD:** Contract will be awarded to the lowest responsive, responsible bidder, meeting specifications. Items in groups will be awarded by group. Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.
3. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a twelve (12) month period, and include an additional ten percent to cover unanticipated increases in requirements.
4. **NO SUBSTITUTE:** All items are "no substitute" purchase specifications. Failure to bid "no substitute" items as specified will result in rejection of items.
5. **DELIVERIES:** Delivery shall be made as soon as possible, but not later than **30** days after receipt of the purchase order.

**DELIVER TO:**

Miami-Dade County Public Schools  
Maintenance and Materials Management  
12525 NW 28<sup>th</sup> Avenue  
Miami, FL 33167  
Telephone (305) 995-7770

6. **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.

## Sprinklers, Lawn and Turf

**SPECIAL CONDITIONS CONTINUED**

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. **ERASURES OR CORRECTIONS:** When filling out the bid proposal form, bidders are requested 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).
9. **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>.
10. **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 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.
11. **CONE OF SILENCE:** A Cone of Silence is applicable to this solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

Mr. 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:

## Sprinklers, Lawn and Turf

**SPECIAL CONDITIONS CONTINUED**

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)

12. **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.
13. **CREDIT CARDS:** Maintenance Materials Management 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 #007-KK06  
 Sprinklers, Lawn and Turf

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the  
 complete name of the bidder:

Bid #007-KK06

Title: Sprinklers, Lawn and Turf

Buyer: G. Jackson

**PLEASE COMPLETE  
 ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
		<p><b>VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____</b></p> <p><b>Items 1 through 8 will be award on a total low bid basis. Vendor must bid all items to be considered for award.</b></p>				
1	559-0027	Nozzle, sprinkler, plastic, 360 degree, full circle, 15' radius, 30 PSI. Approved Brand: Rainbird 15-F, 1800 series, no substitute.	76	Each		
2	559-0108	Rotor, sprinkler, plastic, full circle, 5.0, Approved Brand: Rainbird 5004-FC-8, no substitute.	66	Each		
3	559-0180	Spray, sprinkler, 4" stem, pop-up plastic, without nozzle, Approved Brand: Rainbird 1804, no substitute.	127	Each		
4	559-1422	Nozzle, sprinkler, plastic, 90 degree, quarter circle, 15' radius, 30 PSI, Approved Brand: Rainbird 15-Q, 1800 series, no substitute.	75	Each		
5	559-1431	Nozzle, sprinkler, plastic, 180 degree, half circle, 15' radius, 30 PSI, Approved Brand: Rainbird 15-H, 1800 series, no substitute.	424	Each		
6	559-1465	Spray, sprinkler, 3" stem, pop up, plastic, without nozzle, Approved Brand: Rainbird 1803, no substitute.	103	Each		
7	559-1481	Rotor, sprinkler, plastic, half circle, 180 degree, with #12 nozzle, Approved Brand: Rainbird 6504, Falcon series, no substitute.	444	Each		
8	559-1511	Rotor, sprinkler, plastic, full circle, 360 degrees, with #12 nozzle, Approved Brand: Rainbird 6504, Falcon series, no substitute.	331	Each		
		<b>TOTAL LOW</b>				

The School Board of Miami-Dade County, Florida  
 Bid #007-KK06  
 Sprinklers, Lawn and Turf

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the  
 complete name of the bidder:

Bid #007-KK06

Title: Sprinklers, Lawn and Turf

Buyer: G. Jackson

**PLEASE COMPLETE  
 ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
		Items 9 through 16 will be awarded on a total low bid basis. Vendor must bid all items to be considered for award.				
9	559-1279	Rotor, sprinkler, adj ARC, part circle, with 6.0 nozzle, Approved Brand: Toro TR50P series, no substitute.	808	Each		
10	559-0205	Nozzle, sprinkler, 360 degree, full circle, Approved Brand: Toro 15F-F 570 series, part # 89-1764, no substitute.	608	Each		
11	559-0264	Spray, sprinkler, 4" stem, pop-up, without nozzle, Approved Brand: Toro 570Z-4P, part # 89-3978, no substitute.	1288	Each		
12	559-0299	Nozzle, sprinkler, 90 degrees, quarter circle - Approved Brand: Toro 15Q-NZ, 570 series, part # 89-1769, no substitute.	724	Each		
13	559-0302	Nozzle, sprinkler, 180 degrees, Approved Brand: Toro 15H, 570 series, part # 89-1767, no substitute.	1,508	Each		
14	559-0311	Spray, sprinkler, 3" stem, pop up plastic, without nozzle, Approved Brand: Toro 570Z-3P, Z series, part # 89-3977, no substitute.	900	Each		
15	559-0141	Valve, quick coupler, Approved Brand: Toro 473-00, no substitute.	13	Each		
16	559-0159	Key, quick coupler, Approved Brand: Toro 463-01, no substitute (for above valve)	13	Each		
		<b>TOTAL LOW</b>				
		Items 17 and 18 will be awarded on a total low bid basis. Both items must be compatible and made by the same manufacturer. Vendor must bid both items to be considered for award.				
17	559-0035	Valve, quick coupler, Approved Brand: Nelson 7642, no substitute.	18	Each		
18	559-0051	Key, quick coupler, Approved Brand: Nelson 7641, no substitute (for above valve).	15	Each		
		<b>TOTAL LOW</b>				

The School Board of Miami-Dade County, Florida  
 Bid #007-KK06  
 Sprinklers, Lawn and Turf

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid #007-KK06
Title: Sprinklers, Lawn and Turf
Buyer: G. Jackson

PLEASE COMPLETE  
ALL SHADED AREAS

NAME OF BIDDER:
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ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
		Items 19 through 29 will be awarded on a total low bid basis. Vendor must bid all items to be considered for award.				
19		Nozzle, sprinkler, plastic, strip pattern, 4 x 30', 30 PSI. Approved Brand: Rainbird 15CTS, 1800 series. no substitute.	50	Each		
20		Nozzle, sprinkler, plastic, rotary, 180 degree. Approved Brand: Rainbird R17-24H, 1800 series. no substitute.	30	Each		
21		Nozzle, sprinkler, plastic, rotary, 90 degree. Approved Brand: Rainbird R17-24Q, 1800 series. no substitute.	30	Each		
22		Station, controller, expandable 8 zone, ESP LX commercial exterior. Approved Brand: Rainbird ESP LXM. no substitute.	10	Each		
23		Station, module, controller, expandable plug in 8 zone module, ESP LX commercial. Approved Brand: Rainbird ESP LXMSM8. no substitute.	20	Each		
24		DTC cartridge, controller, IQ communication cartidge, ESP LX commercial. Approved Brand: Rainbird U-DTC-LXM-PR. no substitute.	10	Each		
25		Rotors, swing joint, flexible 3/4" PVC connection with pressure regulation, commercial. Approved Brand: Rainbird TSJ-075-PRS. no substitute.	30	Each		
26		Rotors, swing joint, flexible 1" PVC connection with pressure regulation, commercial. Approved Brand: Rainbird TSJ-100-PRS. no substitute.	90	Each		
27		Automatic, valves, plastic 2" peb with solenoid, commercial. Approved Brand: Rainbird 200-PEB. no substitute.	15	Each		
28		Automatic, valves, plastic/brass hybrid 3" BPE with solenoid, commercial. Approved Brand: Rainbird 300-BPE. no substitute.	12	Each		
29		Boxes, valves, plastic rectangular 21.8 x 16.6 x 12.0, with green lid marked irrigation, commercial. Approved Brand: Rainbird VB-STD-L. no substitute.	30	Each		
		<b>TOTAL LOW</b>				