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Miami-Dade County Public Schools

School Board Administration Building
1450 Northeast Second Avenue
Miami, Florida 33132

Direct all inquiries to the
Bureau of Procurement and
Materials Management.

BUYER NAMED:
BARBARA JONES
PHONE: (305) 995-2348
TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 029-CC10 BID TITLE REINFORCED CONCRETE AND ASSOCIATED SERVICES
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON March 13, 2003 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 BIDS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO
BIDDERS, para.IV.B.)

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

I. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

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

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

II. INDEMNIFICATION

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

III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond _____ Check (Cashier's, Certified, or Equal) _____

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____

MAILING ADDRESS : _____

CITY, STATE, ZIP CODE : _____

TELEPHONE NUMBER : _____ FAX # _____

BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS TO BIDDERS

I. PREPARING OF BIDS

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

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

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

B. INSTRUCTIONS TO BIDDERS define 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 its 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 IX: Packaging.

2. PROTEST OF SPECIFICATIONS. Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.

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

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

II. SUBMITTING OF BIDS

A. BID FORMS AND ENVELOPES. Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to 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).

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 your 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.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids or request for proposals, or other solicitations 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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;
- 4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

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

C. The notice of cancellation shall:

- 1. Identify the solicitation;
- 2. Briefly explain the reason for cancellation; and

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3 Where appropriate, explain that an opportunity will be given to compete on any re-solicitation on any future 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 their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's 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. 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 re-bids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. **AWARD RECOMMENDATION.** Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375 each Friday to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, bidders may invoke the provisions of §120.569, Fla.Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

C. **OFFICIAL AWARD DATE.** Awards become official when made unless otherwise specified in the award recommendation.

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

E. **DEFAULT.** In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% 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. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are

determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibility.

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

VI. 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:

Contract Amount	Minimum Rating by A.M. Best
\$ 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 VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. **AMOUNT.** When required as defined therein, 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 their 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.

VII. **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.

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C. Bidder must obtain, from Materials Control 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 CONTROL TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: (305) 995-3290

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. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact the Materials Control Testing and Evaluation for further details.

VIII. 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 the Bureau of Procurement and Materials Management, 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.

IX. PACKAGING

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

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

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

X. PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan 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 re-bid any or all of these items.

XI. 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 contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

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

XIII. 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 the 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.

XIV. NO GRATUITY POLICY. It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XV. COMPLIANCE WITH FEDERAL REGULATIONS.

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and its 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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 grantee (The Board), or subgrantee 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.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

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 each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more 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: dcps.dade.k12.fl.us (click District Offices - click Procurement Management).

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 #029-CC10

INDEMNIFICATION

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

INSURANCE

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

1. Commercial General Liability Insurance in an amount not less than \$300,000 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 \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

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

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

or

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

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

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

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

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

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

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

BID 029-CC10	BUYER B. Jones	PAGE SC
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TITLE
Reinforced Concrete and Associated Services (Supply & Install)

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, to supply and install reinforced concrete and associated services. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for **two (2)** additional **one (1)** year periods, and if needed, 90 days beyond the expiration date of the final renewal period. The Board, through the Bureau of Procurement and Materials Management, may if considering to renew, request a letter of intent to renew from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
2. **AWARD:** This contract may be awarded to a primary vendor and one (1) alternate. All work under this contract shall be performed by the primary vendor unless, in the sole discretion of M-DCPS, the primary vendor cannot meet the required performance objectives. At such time M-DCPS may assign work to the alternate vendor.
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 actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.
4. **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.
5. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for **March 7, 2003 at 10:00 A.M.**, at the Maintenance and Operations Center, 12525 N.W. 28th Avenue, Miami, Florida 33167 (Second Floor Training Room #212). Attendance by the bidder or his qualified representative is requested.
6. **TAXES:** The School Board of Miami-Dade County, Florida is exempt from any taxes imposed by the State of Florida and/or Federal government. State sales tax exemption certificate No. 23-08324893-53C and Federal excise tax No. 59-74-0041K appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BID	BUYER	PAGE
029-CC10	B. Jones	SC2

~~Reinforced Concrete and Associated Services (Supply & Install)~~

SPECIAL CONDITIONS CONTINUED

7. **WARRANTY:** All work performed by the vendor shall be warranted for a period of one year after final acceptance, or the manufacturers standard warranty, whichever is greater. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. All defective material, improper workmanship, and other substandard conditions, documented by M-DCPS, within the warranty period, shall be corrected by the vendor at no cost to the Board.

8. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

9. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the bidder(s) not to be awarded any new business. Vendor applications can be downloaded at dcps.dade.k12.fl.us (click District Offices, then click Procurement Management).

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

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

The School Board of Dade County, Florida
 Bid #029-CC10
 Reinforced Concrete and Associated Services (Supply and Install)

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the
 complete name of the bidder:
 Bid #029-CC10
 Title: Reinforced Concrete and Associated Services (Supply and Install)
 Buyer: B. Jones

**PLEASE COMPLETE
 ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL #
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____				
	Items 1 through 36 to be awarded on a total low bid basis. Vendors must bid all items.				
1	Remove all 4" concrete slab or sidewalk including saw cutting, jack hammering hauling and disposal of debris off MDCPS premises.	7,000	SQ. FT.		
2	Form, place and finish concrete sidewalks and slabs 4" thick including clearing and grubbing, hauling and disposal of debris off MDCPS premises.	10,000	SQ. FT.		
3	Remove all 6" concrete slab or sidewalk including saw cutting, jack hammering hauling and disposal of debris off MDCPS premises.	5,000	SQ. FT.		
4	Form, place and finish concrete sidewalks and slab 6" thick including clearing and grubbing, hauling and disposal of debris off MDCPS premises.	10,000	SQ. FT.		
5	Remove existing concrete spot footing and/or linear footing to 12" below grade including hauling and disposal of debris off MDCPS premises.	1,000	CU. FT.		
6	Excavation required to install concrete footing, including hauling and disposal of excess material off MDCPS premises.	4,200	Cubic Yard		
7	Vapor Barrier	2,700	SQ. YD.		
	Items 8 and 9 price to include stabilization and/or compaction of the subgrade.				
8	Selected fill material: Provide & install to rough grade, compacted to a 90% density. Conforming to ASTM D2487 soil classification "GW", "GP", "SW" & "SP".	3,300	Ton		
9	Crush lime rock fill, delivered, spread to finish grade & compacted to a density of 95% Aggregate size not to exceed 3 1/2", 70% carbonates.	2,500	Ton		
10	Provide 3000 PSI reinforced concrete without form work in place, including cost for finishing all required control joints.	7,500	CU. YD.		
11	Provide #6 reinforcing bar in place including ties and stirrups.	2,000	L/FT.		
12	Provide #5 reinforcing bar in place including ties and stirrups.	91,000	L/FT.		
13	Provide #3 reinforcing bar in place including ties and stirrups.	300	L/FT.		

The School Board of Dade County, Florida
 Bid #029-CC10
 Reinforced Concrete and Associated Services (Supply and Install)

BID PROPOSAL FORM (FORMAT B)

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

Bid #029-CC10

Title: Reinforced Concrete and Associated Services (Supply and Install)

Buyer: B. Jones

**PLEASE COMPLETE
 ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL #
14	Mesh wire reinforcement (6 X 6) for walkway concrete slabs.	13,200	SQ. FT.		
15	Provide form work, 4 uses in place. (Contact area only)	4,500	SQ. FT.		
16	Provide keyway form, 4 uses in place.	4,200	L/FT.		
17	Concrete strength test as per ACI 301 and Chapter 16. For cylinder slump test.	50	Test		
18	Surveying service Florida registered (PLS) surveyor with instrument materials and personnel. Cost per hour shall include mobilization.	400	Hour		
19	CMU Block Solid 4 X 8 X 16	5,000	Each		
20	CMU Block Solid 4 X 16 X 16	3,500	Each		
21	CMU Block Hollow 16 X 16 X 8	5,000	Each		
22	Provide, install and remove temporary chain link fence to protect work area. 4 ft high. (to be left on job until completed)	500	L/FT.		
23	Provide Field Density Test per ASTM 2922	10	Each		
24	Provide and Install Safety Barricades	800	Each per day		
25	Provide, install and remove temporary orange plastic safety fence (to be left on job until completed)	15,000	L/FT.		
	Items 26 through 28 shall be provide and install control joints.				
26	1" - 12" Deep	100	L/FT.		
27	13" - 24" Deep	100	L/FT.		
28	25" - 36" Deep	100	L/FT.		
29	Earth anchors type MH607 w/7" helix as manufactured by Tie Down Engineering or equivalent, installed to a depth of 54".	500	Each		
30	Concrete anchors type M1J2 3,484 lbs. capacity as manufactured by Tie Down Engineering or equivalent	1,800	Each		
31	Galvanize strapping, 1-1/4" X 0.035 galvanize steel w/5,000 lbs. capacity. Federal specifications QQ-5781-H.	100	Each		

The School Board of Dade County, Florida
 Bid #029-CC10
 Reinforced Concrete and Associated Services (Supply and Install)

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid #029-CC10
Title: Reinforced Concrete and Associated Services (Supply and Install)
Buyer: B. Jones

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL #
32	Weld plates, 16" X 16" X 1/4"/W/2J anchor bolts welded. J bolts to be 5/8" X 12" L, painted w/corrosion protection finish.	400	Each		
33	Provide all equipment and labor necessary to compact soil to a minimum density of 95%.	3,000	SQ.FT.		
34	Provide and install termite shields 16" X 16" X 2" (nominal) with 90 lb. felt barrier.	1,500	SQ.FT.		
35	Asphalt and base removal including loading transportation and disposal.	1,500	SQ.FT.		
36	Mobilization charge for projects less than \$1,500. This coverage shall be added to the project cost.	15	COST PER MOBILIZATION		
	FOR INFORMATION PURPOSES ONLY				
37	Charge for concrete pumper truck.		PER HOUR		
38	MINIMUM CALL OUT TIME: MINIMUM USAGE # OF HOURS: _____				
39	OTHER METALS: PLEASE FURNISH PERCENT OF DISCOUNT FROM MANUFACTURERS OR DISTRIBUTORS LIST PRICE.		% Discount		

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
CONCRETE AND ASSOCIATED SERVICES
SUPPLY AND INSTALL
SPECIFICATIONS**

PART 1 GENERAL

1.00 SPECIAL CONDITIONS

1.01 SCOPE OF WORK:

A. Purpose:

The purpose and intent of this bid is to establish a term contract for the supply and installation of concrete and associated services, as needed, for Miami-Dade County Public Schools (M-DCPS) facilities.

B. Related work specified in other sections:

- 1) Instructions to bidders
- 2) Line item specifications
- 3) Master Specification Guidelines Sections:
 - a. 02060 - Building Demolition
 - b. 02072 - Removal
 - c. 02200 - Earthwork
 - d. 02221 - Excavating, backfilling and compaction for utilities.
 - e. 02529 - Concrete sidewalk, straight curbs, curbs, gutters and wheel stops
 - f. 03300 - Cast-in-place concrete
 - g. 03301 - Cast-in-place concrete (Small projects)
 - h. 03320 - Concrete topping
 - i. 03420 - Precast, prestressed concrete sections
 - j. 04220 - Concrete unit masonry
 - k. 05500 - Metal fabrications
 - L. 06100 - Carpentry
 - m. 07190 - Vapor/Radon barrier

(Note: These Master Specification Guidelines may be accessed on the internet at <http://facil.dade.k12.fl.us/facplan/master01.htm>)

- C. Where conflicting specifications exist between the related documents, the more restrictive specification will prevail. Trade association general standards referred to in the related documents will be interpreted based on the most recent revision.**

1.02 REFERENCES:

The following reference standards listed below and referred to hereafter by basic designation only, form a part of this section to the extent indicated by reference thereto:

- A. Florida Building Code (FBC)
- B. M-DCPS Master Specifications
- C. American Society for Testing and Materials (ASTM) most recent release of:
 - 1. A370 - Elongation test
 - 2. A416 - High strength 7-wire strand
 - 3. A615 - Grade 60 - Reinforcing steel
 - 4. C144 - Sand
 - 5. C150 - Type 1 - Portland cement
 - 6. A185 - Galvanized smooth wire
 - 7. D994 - Preformed expansion joint filler for concrete (Bituminous type)
 - 8. D1751- Preformed expansion joint filler for concrete paving and structural construction (Non-extruding and resilient bituminous types)
 - 9. D1752- Preformed sponge rubber and cork expansion joint filler for concrete paving and structural construction
- D. American Concrete Institute (ACI): Comply with Chapter 1 and Chapter 2 of ACI 301 and supplemental requirements as follows: Cement - Type I or III of ASTM C150.
- E. Miami-Dade County Public Works Design Manual and Standards (M-DCPWM), latest edition.

1.03 DEFINITIONS:

- A. Owner

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

- B. 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.

- C. Inspector

Shall mean an authorized representative of Maintenance Operations.

D. Vendor

Refers to the person, firm or corporation authorized to do business in the State of Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.

E. Performance

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

F. Acceptance

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

G. Punch List

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

H. Emergency

Shall mean such situations or circumstances as designated by the M-DCPS authorized representative or designee.

I. Written Notice

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

1.04 JOB CONDITIONS:

A. General:

The vendor is responsible for providing all labor, material, supervision and equipment necessary to perform all work required under this contract and shall do so in a manner that is safe, efficient and environmentally acceptable.

B. Site inspection:

Prospective vendors are encouraged to make inspections of typical school sites 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 MDCPS authorized representative shall be available to answer questions regarding normal work load, average job size and special conditions. Failure to consider problems, safety considerations or other conditions unique to this school system shall not entitle the awarded vendor to additional compensation after bid award.

C. Emergency response:

Where an emergency situation is deemed to exist by the M-DCPS authorized representative, the vendor will be required to respond on a verbal confirmation to proceed issued by Procurement. The response must result in the arrival of a work crew at the affected site within four hours. Failure to respond in a timely manner to an emergency shall constitute grounds for termination of this award.

D. Emergency proposal:

The vendor shall survey the project location and submit a proposal to the M-DCPS authorized representative, within 48 hours after a Request for Proposal is issued by any means. Proposals shall include contract line items and items Not in Contract, with quantities, descriptions, unit prices and extension totals per item.

E. Standard proposal:

The vendor shall survey the project location and submit a proposal to the M-DCPS authorized representative within seven calendar days after a written Request for Proposal is issued. Proposals shall include contract line items and items Not in Contract, with quantities, descriptions, unit prices and extension totals per item.

F. Termination and remedy:

1. M-DCPS reserves the right to terminate, without cause, any work awarded under this contract, or to cancel this contract in its entirety, upon 30 days written notice to the vendor.
2. 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 of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being deducted

from the contract price. Exercise of this provision does not preclude termination of the contract.

3. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances, shall be borne solely by the vendor.

G. Interference:

The vendor shall perform all work with a minimum amount of disruption to the normal operation of the school facility.

H. Working Day

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

I. Mobilization Charge For Projects Under \$1,500.

The vendor shall be entitled to a mobilization charge for projects with an initial value less than \$1,500. This mobilization charge shall be entered by the vendor in the appropriate line item on the Bid Proposal Form and shall be added to the project cost.

J. Warranty:

All work performed by the vendor shall be warranted for a minimum period of one year after final acceptance. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. All defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period shall be corrected by the vendor at no cost to the Board.

K. Performance period:

Individual purchase orders issued under this contract will have specific work performance time lines and completion dates. These time frames will be mutually agreeable and will be strictly adhered to. Failure on the part of the vendor to complete these individual projects within the established performance period may result in termination of this contract.

L. Inspection and Punchlist:

1. The M-DCPS authorized representative will monitor the vendor using quality assurance procedures established in the work order. However, M-DCPS reserves the right to use other methods to assure compliance with all terms and conditions of the contract. In no event shall M-DCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections. Vendor shall give two working days notice prior to any inspection request. 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 to ascertain project progress and/or quality and installation of materials. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative.

3. Final Inspection:

Upon completion of the work, the vendor shall notify the M-DCPS authorized representative, and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be effected within 30 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.

1.05 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidder must be qualified and properly licensed to perform the 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 within the last three years.
- 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.

1.06 DELAYS AND EXTENSIONS OF TIME:

- A. Completion within the established time frame for each individual project is very important. If the vendor is unable to adhere to the established schedule, a Request for Time Extension shall be submitted to the M-DCPS authorized representative, stating the reasons for the request and the amount of time the project is being requested to be extended. The M-DCPS authorized representative will evaluate the request to determine if the reasons for the request are due to circumstances beyond the vendor's control, and, if such is the determination, will also decide, and adjust if necessary, the length of the time extension to be granted. Approval of extensions will not be automatic.
- B. Should any project fall behind schedule as established in the individual project purchase order, or pursuant to Section 1.04, (L), Inspection and Punchlist, the M-DCPS authorized representative may direct the vendor to accelerate the remaining work in order to bring the project into compliance with the schedule.

- C. If the vendor is unable to bring the project into compliance with the approved schedule, then M-DCPS may implement the provisions of Section 1.04 (F), Termination and Remedy of this contract, and/or may seek liquidated damages pursuant to the schedule below. By accepting this contract, the vendor consents and agrees that it is not necessary for the Board to prove monetary loss in order to assess liquidated damages.

SCHEDULE FOR LIQUIDATED DAMAGES

Work Order Price	Liquidated Damages <u>Per Day</u>
Up to \$15,000.00	\$100.00 plus 0.1% of (Purchase order) price
\$15,000.01 to \$40,000.00	\$150.00 plus 0.7% of all over \$15,000.00
\$40,000.01 to \$199,999.99	\$430.00 plus 0.5% of all over \$40,000.00

- D. Nothing contained in this subparagraph shall be construed as limiting the right of the Board to proceed under any other paragraph in the contract or work order should the vendor fail to complete the work on time.

1.07 PERMITS, LICENSES AND FEES

1. This work may be accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for the cost of obtaining this Permit.
2. The vendor shall obtain and be responsible for the costs for any licenses, inspections and disposal fees required for this contract and shall comply with all laws, ordinances, regulations and code requirements applicable to the work contained herein. Damages, penalties and/or fines imposed on M-DCPS or the vendor for failure to obtain required licenses, payment of fees, or for the vendor's negligent pursuit of this contract shall be borne by the vendor.

1.08 COORDINATION:

A. Construction Activities:

1. Upon arrival and departure at the job site, the vendor's personnel shall check in and out with the main office. The vendor shall also coordinate construction activities, including materials delivery as well as trash and/or scrap materials

removal, with schools' administrative offices in order to minimize disruption of the educational process.

2. The vendor is responsible for receiving all deliveries and must establish work schedule accordingly.

1.09 EXECUTION

Vendor shall comply with the specifications contained herein, the conditions stated on individual purchase orders and all applicable requirements of the Miami-Dade County Public Schools Master Specification Guidelines as identified in Paragraph 1.01, (B) of these specifications.

1.10 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.

1.11 INVOICING:

A. The invoice document shall contain, as a minimum, the following information:

1. M-DCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
2. Unit line items of work performed with quantities, descriptions, unit prices and extension totals per line item.
3. Items of work performed which are Not in Contract, showing quantities, descriptions, unit prices and extension totals per item.
4. Start and completion time and date(s) of work performed.
5. Work location where services were provided.
6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
7. Final release of claim from the vendor.

B. Payment will only be made for actual installed materials and work performed, which has been inspected and found to be in accordance with the terms and conditions of

the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.

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

1.12 PROTECTION AND CLEANUP:

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