



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

**BIDDER QUALIFICATION FORM**

**BID NO.** 036-MM06

**BID TITLE** Emergency Debris & Hazardous Tree Removal

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 April 19, 2012 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

**I. BIDDER CERTIFICATION AND IDENTIFICATION**

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

**II. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

**By: Signature (Original)**

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

**Name (Typed or Printed)**

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

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

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

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

# INSTRUCTIONS TO BIDDERS

## CONE OF SILENCE

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

## I. PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

## II. SUBMITTING OF BIDS

**A.** Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

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

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

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

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

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

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

## III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

**B.** When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

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

## IV. CHANGE OR WITHDRAWAL OF BIDS

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

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

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

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

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

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

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

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

**D.** Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Policies 6320 and 0133.

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

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

#### **VI. AWARDS**

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

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

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

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

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

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

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

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

**F. DEFAULT.** A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order had been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.04.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Awards less than \$200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

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

**VIII. SAMPLES TESTING AND EVALUATION**

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

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

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

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

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

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

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

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

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

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

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

**IX. SUBSTITUTIONS**

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

**X. PACKAGING**

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

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

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) of Item(S) Contained
4. Item Number (S) With Quantity(ies)

**XI. PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no

way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

## **XII. RECYCLING REQUIREMENTS**

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

## **XIII. ENVIRONMENTAL PRODUCTS**

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

## **XIV. DELIVERY AND BILLING**

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

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

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

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

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

**D. PAYMENT.** Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

## **XV. NO GRATUITY POLICY**

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

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

**A.** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

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

### **STATUS VERIFICATION SYSTEM**

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

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

## **XVIII. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

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

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

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

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

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

#### **XX. CHARTER SCHOOLS**

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

#### **XXI. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

#### **XXII. PUBLIC RECORDS LAW**

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create

an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

#### **XXIII. ASSIGNMENT**

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

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

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

#### **XXV. LOBBYISTS**

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

Pursuant to this rule, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

#### **XXVI. LOCAL-VENDOR PREFERENCE**

The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 dollars or the current formal bidding threshold set by statute.

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

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

---

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

AFFIX  
POSTAGE  
HERE

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

BID NO.: 036-MM06  
BID TITLE: Emergency Debris & Hazardous Tree Removal  
BID OPENING DATE: April 19, 2012

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

NOTICE OF PROSPECTIVE BIDDERS
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**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>



# Miami-Dade County Public Schools

## Local Business Affidavit of Eligibility

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

<b>THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:</b>	
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): <u>036-MM06</u>	
<b>BUSINESS NAME:</b>	
<b>CONTACT PERSON:</b>	
<b>ADDRESS:</b> (Include City State & Zip Code)	
<b>FEIN (Federal Employer Identification Number):</b>	<b>Length of Time at Address Provided:</b> _____
	<b>Length of Time Located within the legal boundaries of Miami-Dade County:</b> _____
<b>BUSINESS STRUCTURE:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
<b>PHONE:</b>	(     ) <b>FAX:</b> (     )
<b>E-MAIL ADDRESS:</b>	
<b>ATTESTATION - I understand that:</b> <ul style="list-style-type: none"> <li>In accordance with School Board Policy <u>6320.05</u>; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.</li> <li>To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.</li> <li>The preference does not apply to goods or services exempted by statute as reflected in Policy <u>6320</u>, or prohibited by Federal or State law, or other funding source restrictions.</li> <li>The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.</li> <li>The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.</li> <li>The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.</li> <li>The above information may be subject to verification.</li> <li>A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy <u>6320.04</u>.</li> </ul>	

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

### SWORN AND SUBSCRIBED BEFORE ME

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

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

PRINTED NAME OF AFFIANT

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

TITLE \_\_\_\_\_

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

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid# 036-MM06

### INDEMNIFICATION

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

### INSURANCE

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

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

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

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

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

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

or

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

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

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

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

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1501 N.E. 2<sup>nd</sup> Avenue, Suite 335  
Miami, Florida 33132

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

**BID PROPOSAL FORM (FORMAT A)**

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

BID 036-MM06	BUYER Greg Jackson	PAGE SC 1
<b>Emergency Debris &amp; Hazardous Tree Removal</b>		

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a contract, with pre-approved vendors for Emergency Debris & Hazardous Tree Removal, for future bidding through the submission of documents and forms which verify that the bidder meets or exceeds minimum criteria for specific work projects. The term of the bid shall be from date of award to December 31, 2014, and may, by mutual agreement between M-DCPS and the successful bidder(s), be extended for four (4) additional one (1) year periods. Procurement Management Services, may if considering to extend, request a letter to extend from the successful bidder(s), prior to the end of the current contract period. All bidders who meet or exceed the criteria established in this Invitation to Bid shall be placed on a Pre-Approved List, and will periodically be invited to respond to a "Request for Quote", for emergency debris & hazardous tree removal. All prices shall be firm for the term of the quote. The successful vendor(s) agrees to this condition by signing its bid.

Qualifications will be solicited on the anniversary of each extension period, in order to expand the pool of eligible providers. Subject to approval, additional vendors' qualifications will be evaluated and approved in accordance with the terms of the bid proposal and specifications and added to the pool as they become available.

2. **SCOPE OF WORK:** The work to be performed consists of remove and lawfully dispose of storm generated debris from Miami-Dade County Public School (MDCPS) property and right-of-way areas. The debris removal shall also include the removal of storm generated dangerous hanging tree limbs, leaning trees, tree or palm stumps and associated storm generated debris from MDCPS properties and right-of-way areas. Bidders shall also gather and collect all construction and demolition debris to haul and dump at a M-DCPS designated dump site.

Bidders shall provide a licensed certified arborist to supervise the removal of storm generated dangerous hanging tree limbs, leaning trees, tree or palm stumps. Bidders will be responsible for the removal or grinding and disposal of stumps partially uprooted and supply and install clean fill soil onto holes created by the stump removal. The objectives, process and responsibilities of contractors for work to be awarded under this bid is detailed on the attached Exhibit A – Scope of Work.

Bidders shall provide proof of having been an established, duly-licensed firm engaged in business pertaining to the scope anywhere in the United States for a minimum period of five (5) continuous years as of the date of the bid opening. M-DCPS reserves the right to request copies of the annual occupational licenses for the past five (5) years.

Bidders must possess a General Hauler Permit. Permit is requested to be submitted with bid, or within five (5) days upon request.

3. **AWARD OF WORK:** Work under this contract will be awarded to all responsive, responsible bidders based on price quotes submitted for the various phases of service needed and the bidder's ability to mobilize crews in order to expedite the overall cleanup process throughout the District.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

**BID PROPOSAL FORM (FORMAT A)**

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

BID 036-MM06	BUYER Greg Jackson	PAGE SC 2
<b>Emergency Debris &amp; Hazardous Tree Removal</b>		

**SPECIAL CONDITIONS**

4. **LICENSES, PERMITS AND FEES:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work. Damages, penalties and or fines imposed on M-DCPS or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.
5. **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.
6. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for Monday, April 9, 2012, at 9:00am, at the Maintenance Operations Center, 12525 N.W. 28<sup>th</sup> Avenue, Miami, Florida 33167. Attendance by the bidder or his qualified representative is requested.
7. **REFERENCES:** Bidder is requested to submit a list of three (3) commercial or governmental references for work of similar scope. References must include contact and phone number in order to verify satisfactory performance. Failure to do so may result in the bidder not being considered for award. (See Attachment B).
8. **EQUIPMENT:** Bidders shall furnish all labor, materials, and equipment necessary for satisfactory performance. Bidders must own or have immediate access to, equipment, trucks, tractors, front end loaders and backhoes and any other equipment necessary and appropriate for this type of work encompassed by this bid. Bidders shall deliver the equipment necessary to successfully perform the work required in conjunction with this contract within two (2) calendar days after the receipt of purchase order. All material, workmanship, and equipment shall be subject to the inspection and approval of a M-DCPS authorized representative.
9. **SUB-CONTRACTING:** Subcontracting is permitted under this contract. The vendor shall submit a list of subcontractors with its Request for Quote. M-DCPS reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the vendor to adjustment of quoted prices.  
M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractor.
10. **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>
11. **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 PUBLIC SCHOOLS

**BID PROPOSAL FORM (FORMAT A)**

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

BID 036-MM06	BUYER Greg Jackson	PAGE SC 3
<b>Emergency Debris &amp; Hazardous Tree Removal</b>		

**SPECIAL CONDITIONS**

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.

12. **POST AWARD TRAINING:** Successful vendors may be required to attend periodic training conducted by M-SCPS regarding topics related to this contract.
13. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

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

A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>nd</sup> Avenue, Room 268B  
Miami, Florida 33132  
Fax #305-995-1448  
E-mail: [martinez@dadeschools.net](mailto:martinez@dadeschools.net)

14. **BID ADDENDUMS:** All bidders should monitor continuously, the M-DCPS, Procurement website, for any addendums that may be posted, prior to the opening of this solicitation. The procurement website, which list all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net>, (click on) bid solicitation.



# "License Information/Reference Sheet"

Bid No. 036-MM06

Emergency Debris Hazardous Tree Removal



(ATTACHMENT A)

Bidder: \_\_\_\_\_

Service Representative: \_\_\_\_\_

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

City State Zip Code

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

URL: \_\_\_\_\_

Years in Business: \_\_\_\_\_

	License Number	Date	YEARS OF EXPERIENCE
Occupational License Effective Date and Number: (M-DCPS will verify that bidder has held an occupational license for 3 consecutive years)			
Arborist Certification			
General Hauler Permit			

Please list below 3 of your most recent references and indicate the type of service provided for each client. References will be verified.

Company	Contact	Address	Phone	Fax	Type of service or repair provided

## **“Emergency Debris & Hazardous Tree Removal Specifications”**

### **SPECIFICATIONS**

#### **I. PROJECT DESCRIPTION AND REQUIREMENTS**

- A. The purpose of this bid is to set forth specifications and establish a contract with an approved pool of contractors to furnish all labor, supervision, equipment and materials necessary to remove and lawfully dispose of storm generated debris from Miami-Dade County Public School (MDCPS) property and right-of-way areas. The debris removal shall also include the removal of storm generated dangerous hanging tree limbs, leaning trees, tree or palm stumps and associated storm generated debris from MDCPS properties and right-of-way areas.
- B. The objective of the bid and subsequent contracting activity is to secure the services of experienced and qualified CONTRACTORS capable of efficiently and effectively removing storm generated debris from the many MDCPS sites located throughout Miami Dade County in a timely and cost-effective manner. These services will include transporting debris to the approved Miami Dade County disposal locations as specified by the MDCPS. CONTRACTORS must be capable of assembling, directing, and managing a work force that can complete the removal of all storm generated debris from the designated/assigned areas, as defined below, in the allocated time period for each phase of the scope of work.
- C. It is the direct objective of the MDCPS to provide a thorough, professional, effective and efficient cleanup process of the storm generated debris that provides a high level of service to the Public Schools of Miami-Dade County. The MDCPS requests that Contractors pay particular attention to the following requirements:
  - 1. CONTRACTORS shall conduct themselves in a professional, respectful and courteous manner at all times with the Miami-Dade School Board employees, approved monitors and school administration.
  - 2. FIRST 70 HOURS (Estimated @ 7 each -10 hour working days): Each CONTRACTOR shall provide at all times professional debris removal contractors for the initial removal of the storm generated debris to include the gathering, collecting and general removal of the associated debris for clearing of any MDCPS sites, interior roadways, parking areas and playgrounds. Priority for this time period will include the accessibility and safety issues involved with storm generated debris (i.e. debris blocking interior roadways, trees on buildings or fences and debris in playground areas). All work to include only the general ground work that can be reached from the ground and not upper canopy of trees, unless otherwise instructed or directed by the MDCPS representative. Contractor

## **“Emergency Debris & Hazardous Tree Removal Specifications”**

to provide listing of all employees expected to work on any MDCPS sites in advance with brief work history to include a minimum of 2 years in the landscape/arborist profession and/or disaster debris removal profession.

3. POST-FIRST 70 HOURS: Each CONTRACTOR shall provide at all times a certified arborist on staff with professional field experience utilizing arborist training for the supervision of actual hazardous tree work which shall include but not limited to the removal of hangers/hazardous limbs, leaning trees, removal of large fallen trees and tree felling for tree removal. The general ground work involved with the gathering, collecting and removal of the storm generated debris shall follow the same required specifications as outline in the FIRST 70 HOURS with regard to personnel.
4. FIRST 70 HOURS & POST-70 HOURS: The CONTRACTOR shall gather, collect and remove all storm generated debris from each assigned site, location and/or area. No debris larger than 3/4” will be allowed to remain on site, except leaves in the assigned site, location and/or area.
5. CONTRACTORS shall adhere to security requirements of the Miami Dade County Public Schools AT ALL TIMES. Upon working during school operations, all contractors will require either Level 2 security or monitoring by a MDCPS employee in accordance with the Jessica Lunsford Act.
6. CONTRACTORS shall strictly adhere to equipment and safety specifications at all times during project.
7. CONTRACTORS shall not deviate from assigned area or sites at any time.
8. CONTRACTOR shall be directly responsible for damages caused by their staff, crews and /or subcontractors.

## **II. DEBRIS MANAGEMENT REMOVAL**

- A. The removal of storm generated debris will generally be limited to (1) storm debris remaining in right-of-way areas of the MDCPS locations and facility grounds and (2) debris generated as a result of the removal of hanging limbs, leaning trees or hazardous stumps. All approved removal of debris shall only be allowed in coordination with the MDCPS approved monitors. The removal of the debris shall be calculated and paid upon the following three line items:

1. Removal of debris from the approved MDCPS facility right-of-way areas or school grounds.
2. Removal of hanging limbs, leaning trees or stumps and associated debris. Line item pricing for such services shall be “all-inclusive” pricing to include both the cutting of hangers/leaners/ excavation of stumps and removal of the associated debris.

**“Emergency Debris & Hazardous Tree Removal Specifications”**

3. Final disposal tipping fees at a MDCPS designated disposal facility as a direct pass through cost with no markup.
- B. The CONTRACTOR will be responsible for debris removal, transportation and disposal consistent with the Scope of Work, and in accordance with all applicable Federal, State and/or Local guidelines.

**III. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS**

- A. At the time of bid and/or throughout the term of the contract, the successful bidders must be qualified, properly licensed, and insured to perform the scope of the work described herein in accordance with the State of Florida and local code requirements for this County.
- B. The Contractor should provide proof of a licensed certified arborist in good Standing with the bid.
- C. The Contractor should provide a minimum of three (3) references on the reference company letterhead of similar work performed preferably within The State of Florida and shall include documentation of at least five (5) years experience with the bid.
- D. The Contractor should provide documentation and proof of a successful emergency debris and hazardous tree removal service contract awarded during any FEMA declared emergency.
- E. The Contractor should provide a list of equipment they have in inventory with the bid. This list shall be a comprehensive list of all equipment needed to complete the work involved with the storm generated debris removal as outlined in the specifications. The equipment list should include but not be limited to the following: chippers (0-22” diameter), stump grinders, bucket trucks (55’ reach & 75’ reach), self loading trucks (20-40 yards min.), small mobile articulating loaders and access to cranes or excavators for the removal of very large trees.
- F. The Contractor shall have the capability to simultaneously perform all work described herein, at multiple locations throughout Miami-Dade County, on a timely basis.
- G. Contractor shall ensure that all of its personnel, subcontractors and subcontractors’ personnel, engaged in activities related to this term bid are properly qualified, trained, certified and licensed in accordance with all applicable local, state and federal rules,

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regulations laws and standards to perform the work assigned. Contractor may be requested at any time to provide evidence of such qualifications.

**IV. OVERVIEW**

- A. Other disaster response and recovery work may be added, and any requirements or rates not covered by this Bid may be negotiated or contracted for separately by the MDCPS.
- B. The MDCPS reserves the right to extend operations on a weekly basis and/or by location.
- C. The MDCPS reserves the right to award to multiple contractors based on the price quotes provided and the mobilization response information. It is anticipated that depending on the severity and assessment of the damage caused by the storm, there may be multiple contractors based on the price and mobilization information in order to expedite the overall cleanup process throughout the County.
- D. The CONTRACTOR shall commence mobilization immediately upon receipt of Authorization and shall meet the following guidelines for Mobilization
  - 1. Task Order:  
24 hours- 25%, 48 hours- 50%, 72 hours- 75%, and 96 hours- 100%. This represents a minimum response schedule and does not restrict an earlier response.
- E. The CONTRACTOR shall obtain all permits necessary to complete the work and shall be responsible for determining what additional permits and licenses are necessary to perform under the contract. Copies of all permits and licenses shall be submitted to the MDCPS as soon as available.
- F. Payment will be made at the unit rates proposed by the CONTRACTOR. Contractor must provide an invoice detailing each MDCPS site/location, load ticket being invoiced including load ticket number, date of collection, truck number, truck capacity, load call, actual cubic yards of the load OR item quantity per unit priced, and the amount being invoiced for the load or per unit. The invoice shall be provided to the assigned monitoring company in both hard copy and electronic form. The electronic form of the invoice shall be in Microsoft Excel format for reconciliation against the MDCPS data.
- G. The CONTRACTOR shall be responsible for correcting any notices of violations or traffic tickets issued as a result of the CONTRACTOR's or any sub-contractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the MDCPS.

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- H. All rates are to be an all-inclusive cost, including the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control, permits, insurance, liability insurance, workman’s compensation and any other related costs.

**V. DEBRIS REMOVAL, HAZARD/HANGER TREE LIMBS, LEANERS, STUMPS AND DISPOSAL OPERATIONS**

- A. The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.

- B. The work shall consist of gathering, clearing and removal of storm generated debris as directed by the MDCPS representative or designated monitoring company. During the course of this contract, and once the assigned locations have commenced, the CONTRACTOR shall not relocate any equipment or labor assets, including sub-contractors without giving 24 hours advanced notice of the intended relocation to the MDCPS representative. In addition to this requirement for advanced notice, the CONTRACTOR will complete all debris clearing, hazard removal, hangers, leaners, stumps, loading and hauling operations that have been started on any particular pass through a particular school campus or site. MDCPS work may include:

1. Gathering, clearing, removal, loading and hauling of storm generated debris from assigned MDCPS sites or facilities, public access roadways, rights-of way and public property as requested and approved by MDCPS representative or monitor, to debris management sites, or authorized disposal facilities, and disposal.
2. Removal of hazardous/hanging tree limbs from ALL trees on each assigned MDCPS sites or facilities.
3. Removal of hazardous tree or palm stumps from assigned MDCPS sites or facilities.
4. Providing traffic control for streets, parking areas and sidewalks during ALL operation for storm generated debris and hazardous tree removal for each assigned MDCPS sites or facilities.
5. The Contractor shall work on only the school sites that have been assigned by the MDCPS representative or designated monitor.

**VI. EQUIPMENT**

- A. All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and transfer trailers used to haul debris must be

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capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate and bed cover that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity.

- B. All trucks and transfer trailers must be suitable for being loaded by motorized equipment and shall be high capacity pay loaders with grapple buckets, grapple trucks, transfer trailers, roll-offs or dump trucks. No crawler or steel tracked vehicles will be allowed on any MDCPS sites or facilities. All vehicles are to be in good, safe working order at all times, with no “monsterized” vehicles allowed on any MDCPS sites or hauling of debris from the school sites.
- C. The CONTRACTOR shall submit to the MDCPS and/or designated monitoring company certifications indicating the type of vehicle, copy of registration, make and model, odometer reading, license plate number, equipment number, and measured maximum volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurements performed by the CONTRACTOR and the MDCPS monitoring company prior to any assigned hauling. The reported measured maximum volume of any load bed shall be the same as shown on the sign fixed to each piece of equipment. The MDCPS reserves the right to re-measure trucks at any time to verify reported capacity.
- D. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively safely contain the debris on the vehicle while hauling. Sideboards, if installed, must be constructed of 2” x 6” boards or greater and may NOT extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the duration of the operation, or the vehicle must be re-measured and remarked. All extensions to the bed, and any exceptions to the above requirements, must be approved in writing by the MDCPS in advance to the use of the vehicle.
- E. Trucks or equipment that is designated for use under this contract shall not be used for any other work. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the MDCPS during the period of this contract. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this contract.

**VII. SECURING DEBRIS FOR HAULING**

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- A. The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other methods of securing debris shall be provided by the CONTRACTOR to prevent reduction by-products and other materials from being blown from the bed during hauling to disposal sites. The CONTRACTOR shall be held liable for removal of spilled debris on to roadways or damage caused by spilling of debris during transport to the approved disposal sites.
- B. The overall maximum height of hauling equipment, including sideboards and debris, shall be NO greater than 13 feet 6 inches, or as approved by the MDCPS. The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, bridges, trees, conductors, and support wiring. The CONTRACTOR must also verify the clearance of bridges and overpasses on all routes to be used, however, any such structure, with clearance less than 13 feet 6 inches, should be placarded showing the reduced clearance. Maximum width of a truck should be NO greater than 8 feet 6 inches wide. The CONTRACTOR is not relieved of the responsibility for verifying clearance for all overhead structures and wires. The CONTRACTOR is responsible for any damage caused by the operation of their hauling vehicle and/or damage caused to others property while transporting debris to the approved disposal site.

**VIII. EQUIPMENT SIGNAGE**

- A. Prior to commencing operations, the CONTRACTOR shall allow the approved monitor by MDCPS to affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained by the contractor in an easily readable fashion for the duration of the work. Minimum letter size shall be 3-inches in height.

**IX. OTHER CONSIDERATIONS**

- A. The CONTRACTOR shall assign and provide an Operations Manager to serve as the principal liaison between the MDCPS representative, the designated monitoring company and the CONTRACTOR's forces. The assigned Operations Manager must be knowledgeable of all facts of the CONTRACTOR's operations AT ALL TIMES and have authority in writing to commit the CONTRACTOR. The Operations Manager shall



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be on call 24 hours per day, seven days per week. This linkage shall provide immediate contact capabilities via telephone, cell phone, fax machine, and the internet. The Operations Manager will participate in daily and/or weekly meetings at the request of the MDCPS representative and monitoring company.

- B. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the assigned work area AT ALL TIMES.
- C. The CONTRACTOR shall supervise and direct the work, using professional skilled labor and proper equipment for all assigned and approved tasks. Safety of the CONTRACTOR’s personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.
- D. Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards to the MDCPS approved debris disposal site in accordance with the CONTRACTOR’s quoted rates. Debris hauled to a debris management site will require a validated load ticket. Drivers will be given load tickets at the approved site or location by a site monitor. The quantity of debris hauled will be estimated in cubic yards at the debris disposal site by a site monitor. The estimated quantity will be recorded on the load ticket. The debris management site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent disposal site will be paid based on cubic yards on an approved load ticket in accordance with the rate quoted by the CONTRACTOR. Payment will be made against the CONTRACTOR’S invoice once the MDCPS load ticket data and CONTRACTOR’S invoice of load tickets match and have been processed and verified with the monitoring company database.
- E. The MDCPS debris management site monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract the MDCPS monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with air voids, voids caused by incomplete loading at the loading site, and mandatory deductions due to not meeting current guidelines at the time of the Task Order is approved.

**X. MISCELLANEOUS REQUIREMENTS**

- A. No Private Property Access. Under no circumstances will the CONTRACTOR seek or accept requests from private property owners to perform debris clearing or removal.

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**XI. DAMAGES TO PUBLIC OR PRIVATE PROPERTY**

- A. The CONTRACTOR shall be responsible for any damage to private or public property that results from the debris collection, hazard, hangers, leaners, stumps and removal activities. Such damage may include, but not be limited to, damage to sidewalks and driveways, sprinkler systems, mailboxes, fences, roadways, bridges, buildings, signs etc. The MDCPS inspectors/representative will determine where repairs are required. The decision of the MDCPS representative is final. Repair of damaged areas will be performed immediately. The affected area or item will be restored to equal or better than its original condition. The CONTRACTOR shall supply the MDCPS with semi-weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

**XII. HAZARDOUS TREE LIMB AND LEANER REMOVAL FROM MDCPS APPROVED SITES**

- A. All hazardous tree limbs are to be removed from each tree on each assigned MDCPS sites or facilities by the CONTRACTOR and shall be performed utilizing proper professional techniques and equipment. The CONTRACTOR will be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the MDCPS assigned monitors. The MDCPS will provide a detailed description of the trees or limbs to be removed and the CONTRACTOR will provide the tree and/or limb removal based upon unit prices from the CONTRACTOR’S quoted prices. Any deviation from these unit prices will not be acceptable. Unit prices quoted by CONTRACTOR for hanging limb and leaning or damaged tree removal shall include the cost to collect debris generated by these cutting activities and deliver/transport such debris to a debris disposal site designated by the MDCPS. All cuts for the removal of the hanging limbs are to be made utilizing standard certified arborist methods, techniques and practices. The cost of disposal at the designated debris site will be covered directly by the MDCPS as a pass-through with no markup. The CONTRACTOR shall perform each scope of work under an approved Task Order. MDCPS or their designated representative will document the work with the names and signatures of those present, date, address, Global Positioning System (GPS) coordinates, and photograph of each tree. In the case of leaners the diameter of the tree as measured at two-feet above grade will also be documented.

**Contractor shall not commence with work without prior written authorization from the MDCPS.**

**XIII. HAZARDOUS STUMP REMOVAL**

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- A. The CONTRACTOR will be required to remove all hazardous stumps that have not been fully uprooted, by means of digging or grinding as assigned. The determination of the existence of a hazardous situation is the responsibility of the MDCPS assigned monitors. The MDCPS will provide a detailed description of the stumps to be removed and the CONTRACTOR will provide stump removal services based upon the CONTRACTOR's unit price quote provided. Any deviation from these unit prices will not be accepted. The CONTRACTOR shall perform each scope of work under an approved Task Order. All stump measurements are based on a minimum trunk diameter as measured two feet above the normal ground level. The stump diameter will be measured 24 inches above normal ground level using a loggers tape. Unit prices quoted by CONTRACTOR for removal of stumps shall include the cost to remove or grind the stump and deliver the stumps to a debris disposal site designated by the MDCPS. The hole or depression left behind shall be immediately filled with clean fill and graded to provide a level safe area. A sample of the clean fill is to be provided to MDCPS representative in advance for approval prior to use.

All stumps 24 inches in diameter or less measured two feet above the nominal ground level shall be ground using a professional stump grinder and trained operator. All stumps GREATER THAN 24" shall be removed using excavation methods with the utmost caution and care at all times. The removal cost will be all inclusive from the removal site to the approved disposal site. The cost of disposal at the designate debris site will be covered directly by the Miami-Dade School Board as a pass-through with no markup.

MDCPS or their designated representative will be required to document the work with the names and signatures of those present, date, address, Global Positioning System (GPS) coordinates, average stump diameter, and photograph of each hazardous stump equal to, or in excess of 24- inches in diameter.

**Contractor shall not commence with work without prior written authorization from the MDCPS.**

**XIV. ADDITIONAL CONSIDERATIONS**

- A. The MDCPS shall have the right to terminate a contract or a part thereof before the work is completed in the event:
1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
  2. The CONTRACTOR is not adequately complying with the specifications.
  3. Proper techniques are not being followed after warning written notification by the MDCPS.

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4. The CONTRACTOR refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity as outlined in the specifications.
5. The CONTRACTOR(s), in the judgment of the MDCPS, is unnecessarily or willfully delaying the performance and completion of the work.
6. The CONTRACTOR refuses to proceed with work when and as directed by the MDCPS.
7. The CONTRACTOR abandons the work.
8. The CONTRACTOR employs sub-contractors who are on the Federal debarred listing.

**XV. CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS**

- A. The CONTRACTOR shall be responsible for reporting to the MDCPS and mitigating all petroleum, oil, lubricant (POL) spills caused by the CONTRACTOR'S operations.
- B. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations, and at the sole cost of the CONTRACTOR.
- C. Spills other than on-the-site shall be reported to the National Response Center, and the MDCPS immediately following discovery. A written follow-up shall be submitted to the MDCPS not later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
  1. Description of the material spilled (including identity, quantity, etc.)
  2. Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
  3. Exact time and location of spill, including description of the area involved.
  4. Receiving stream or waters.
  5. Cause of incident and equipment and personnel involved.
  6. Injuries or property damage.
  7. Duration of discharge.
  8. Containment procedures initiated.
  9. Summary of all communications the CONTRACTOR has had with press or other officials.
  10. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
  11. Corrective actions taken to prevent reoccurrence of similar event.

**XVI. NON-EXCLUSIVITY**

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- A. 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