



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

**BIDDER QUALIFICATION FORM**

**BID NO.** 041-LL06

**BID TITLE** Fence Line and Lot Maintenance,  
North and South of Flagler Street

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 March 29, 2011 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

**I. BIDDER CERTIFICATION AND IDENTIFICATION**

- A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.
- B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

**II. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

**By: Signature (Original)**

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

**Name (Typed or Printed)**

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

## DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

# 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 School Board acts on a written recommendation from the Superintendent to award or approve a contract, to reject all bids or responses, or to take any other action which ends the solicitation and review process. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

## I. PREPARATION OF BIDS

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

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

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

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

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

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

**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 Rule 6Gx13- 3C-1.10. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**D.** Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

## **VI. AWARDS**

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

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

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

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

## **D. TERMINATION FOR CONVENIENCE**

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

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

**F. DEFAULT.** A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order 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 Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

**G. 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 Rule 6Gx13- 3F.1.023 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

**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 rule 6Gx13- 3C-1.131.

## **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.

**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

**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 Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

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

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

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



Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

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

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

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

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

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

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

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

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

#### **XXIII. ASSIGNMENT**

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

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

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009.

Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

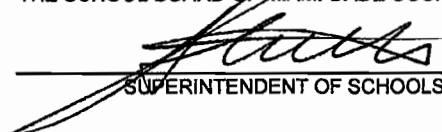
#### **XXV. LOBBYISTS**

School Board Rule 6Gx13- 8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee.

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.

The Board rule may be accessed at:  
<http://www2.dadeschools.net/schoolboard/rules/>

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

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

AFFIX  
POSTAGE  
HERE

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

BID NO.: 041-LL06  
BID TITLE: Fence Line and Lot Maintenance,  
North and South of Flagler Street  
BID OPENING DATE: March 29, 2011

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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 \_\_\_\_\_

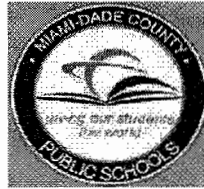
Company \_\_\_\_\_

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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>

## **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#041-LL06

### **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 Faison at 305-995-7133.

Fence Line and Lot Maintenance, North and South of Flagler Street

### SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for fence line maintenance, lot maintenance, tractor mowing, mechanical clearing, and collection, removal and proper disposal of bulk trash and debris, as needed for Miami-Dade County Schools' (MDCPS) facilities, sites and locations. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for **two** additional **one** year periods and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
2. **AWARD:** Award of this contract shall be made as a total low bid to either 1) a primary and an alternate bidder submitting a proposal for work to be performed North of Flagler Street, and a primary and an alternate bidder submitting a proposal for work to be performed South of Flagler Street or 2) a primary and an alternate bidder submitting a proposal for all work to be performed throughout the District.
3. **QUANTITIES:** The quantities or usage shown on the bid proposal form are estimates **only**. No guarantee or warranty is given or implied by the Board, as to the total amount that **may** or **may not** be purchased from the resulting contract(s). These quantities are for bidders' information **only**, to aid in determining whether they will be able to supply the amounts which may be required by the Board.
4. **SITE VISIT:** Prospective vendors are encouraged to make site inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The District's representative is available to answer question regarding normal work load, average job size, problems, safety considerations, or other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award.
5. **EMERGENCY RESPONSE:** Where an emergency situation is deemed to exist by the M-DCPS authorized representative, the vendor(s) will be required to respond with a work crew at the affected site within 24 hours after notification. Failure to respond may constitute grounds for termination of the contract(s).
6. **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.

Fence Line and Lot Maintenance, North and South of Flagler Street

### SPECIAL CONDITIONS CONTINUED

7. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for Wednesday, March 23, 2011, at 2:00 p.m., at the Maintenance and Operations Center, 12525 N.W. 28<sup>th</sup> Avenue, Miami, Florida 33167. Attendance by the bidder or their qualified representative is requested.
8. **REFERENCES:** Bidder is requested to submit with bid (3) letters of reference 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.
9. **EQUIPMENT:** Vendors 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.
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).
11. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>
12. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

Fence Line and Lot Maintenance, North and South of Flagler Street

**SPECIAL CONDITIONS CONTINUED**

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 MDCPS, 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.



The School Board of Miami-Dade County, Florida  
Bid No.: 041-LL06  
Fence Line and Lot Maintenance

**Vendor Qualification Requirements**

Vendor shall supply a minimum of three (3) letters of reference (with contact person and phone number included). Each letter must be from a different company or person.

Vendor must be qualified and properly licensed to perform the scope of the work described herein. Vendor must possess a valid occupational license meeting their local Occupational Tax requirements.

Vendor must provide to the Board current insurance as required by Special Condition #6.

Vendor submitting a bid must have a current vendor number issued by Miami-Dade County Public Schools. Vendor applications may be downloaded from the following Website: <http://procurement.dadeschools.net>.

Vendor may contact Mr. Greg Jackson at 305-995-2345 for any additional information required for submitting a bid.

The School Board of Miami-Dade County, Florida  
**Bid # 041-LL06**  
**FENCE LINE and LOT MAINTENANCE**

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS				
<b>Bid # 041-LL06</b>		<div style="background-color: #d3d3d3; padding: 5px; margin-bottom: 5px;"><b>Name of Bidder</b></div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Type or print the complete name of the bidder.</div>		
<b>Title: FENCE LINE AND LOT MAINTENANCE (NORTH OF FLAGLER STREET)</b>				
<b>Buyer: G. Jackson</b>				
DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
Provide all necessary labor, material and equipment for necessary Fence Line and Lot Maintenance per scope of work for all Miami-Dade County Public School locations <b>(NORTH OF FLAGLER STREET)</b> in accordance with the local, state and federal guidelines.				
Items 1 through 4 are to be awarded on a total low bid basis. Vendors must bid all items.				
<b>1) FENCE LINE MAINTENANCE</b> <small>(per lineal foot of fence line)</small>				
<b>A) Rough Growth</b> (large trees, stumps, surface roots, branches growing over, under and through the fence).	550	Per 100 lineal ft.		
<b>B) Medium Growth</b> (heavy wooded overhang, large climbing vines, palm/Brazilian Pepper sdngs., or heavy underbrush growth thru fence).	1,100	Per 250 lineal ft.		
<b>C) Light Growth</b> (tall grass, and/or weeds, cane grass, debris and foliated overgrowth or underbrush).	2,800	Per 500 lineal ft.		
<b>2) LOT MAINTENANCE</b> <small>(tractor mowing - price per TOTAL acres)</small>				
<b>A) Under 1 Acre Site</b>	55	Per Acre		
<b>B) 1-3 Acre Sites</b>	45	Per Acre		
<b>C) 3-5 Acre Site</b>	25	Per Acre		
<b>D) 5-10 Acre Sites</b>	18	Per Acre		
<b>E) Over 10 Acre Sites</b>	18	Per Acre		
<b>3) LOT MAINTENANCE</b> <small>Mechanical Clearing/Leveling          per 1,000 sq. ft., As per attached specifications)</small>				
<b>A) Mechanical Clearing</b>	75000 sq ft or any portion of	Per 1000 Sq. Ft.		
<b>4) LOT MAINTENANCE - Collection, Removal and Disposal of Debris (&amp;/or Trash)</b> <small>(Dump/disposal fee charged shall be included in the bid per ton weight. As per attached specifications)</small>				
<b>A) Light disposal up to 500 lbs. of debris</b>	500	Per Pound		
<b>B) Medium disposal, Minimum of 3 tons of debris</b>	3	Per Ton		
<b>C) Heavy Disposal, In excess of 3 tons of debris</b>	10	Per Ton		
<b>D) Restricted Access, Debris Removal</b>	3	Per Ton		

The School Board of Miami-Dade County, Florida  
**Bid # 041-LL06**  
**FENCE LINE and LOT MAINTENANCE**

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS			
Bid # <b>041-LL06</b>		Name of Bidder  Type or print the complete name of the bidder.	
Title: <b>FENCE LINE AND LOT MAINTENANCE (SOUTH OF FLAGLER STREET)</b>			
Buyer: <b>G. Jackson</b>			
DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT MANUFACTURER & MODEL NUMBER
Provide all necessary labor, material and equipment for necessary Fence Line and Lot Maintenance per scope of work for all Miami-Dade County Public School locations <b>(SOUTH OF FLAGLER STREET)</b> in accordance with the local, state and federal guidelines.			
Items 1 through 4 are to be awarded on a total low bid basis. Vendors must bid all items.			
<b>I) FENCE LINE MAINTENANCE</b> (per lineal foot of fence line)			
<b>A) Rough Growth</b> (large trees, stumps, surface roots, branches growing over, under and through the fence).	550	Per 100 lineal ft.	
<b>B) Medium Growth</b> (heavy wooded overhang, large climbing vines, palm/Brazilian Pepper seedlings, or heavy underbrush growth thru fence).	1,100	Per 250 lineal ft.	
<b>C) Light Growth</b> (tall grass, and/or weeds, cane grass, debris and foliated overgrowth or underbrush).	2,800	Per 500 lineal ft.	
<b>II) LOT MAINTENANCE</b> (tractor mowing) (price per TOTAL acre)			
<b>A) Under 1 Acre Site</b>	55	Per Acre	
<b>B) 1-3 Acre Sites</b>	45	Per Acre	
<b>C) 3-5 Acre Site</b>	25	Per Acre	
<b>D) 5-10 Acre Sites</b>	18	Per Acre	
<b>E) Over 10 Acre Sites</b>	18	Per Acre	
<b>III) LOT MAINTENANCE</b> Mechanical Clearing/Leveling (per 1,000 sq. ft. As per attached specifications)			
<b>A) Mechanical Clearing</b>	75000 sq ft or any portion of	Per 1000 Sq. Ft.	
<b>IV) LOT MAINTENANCE</b> Collection, Removal and Disposal of Debris &/or Trash (Dump/disposal fees charged shall be included in the total per ton unit price. As per attached specifications)			
<b>A) Light disposal up to 500 lbs. of debris</b>	500	Per Pound	
<b>B) Medium disposal, Minimum of 3 tons of debris</b>	3	Per Ton	
<b>C) Heavy Disposal, In excess of 3 tons of debris</b>	10	Per Ton	
<b>D) Restricted Access, Debris Removal</b>	3	Per Ton	

The School Board of Miami-Dade County, Florida  
**Bid # 041-LL06**  
**FENCE LINE and LOT MAINTENANCE**

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS				
<p><b>Bid # 041-LL06</b></p> <p><b>Title: FENCE LINE AND LOT MAINTENANCE (NORTH &amp; SOUTH OF FLAGLER STREET)</b></p> <p><b>Buyer: G. Jackson</b></p>	<p style="text-align: center;"><b>Name of Bidder</b></p> <p style="text-align: center;">Type or print the complete name of the bidder.</p>			
DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
<p>Provide all necessary labor, material and equipment for necessary Fence Line and Lot Maintenance per scope of work for all Miami-Dade County Public School locations <b>NORTH &amp; SOUTH OF FLAGLER STREET</b> in accordance with the local, state and federal guidelines.</p> <p>Items 1 through 4 are to be awarded on a total low bid basis. Vendors must bid all items.</p>				
<b>FENCE LINE MAINTENANCE</b> (per lineal foot of fence line)				
<b>A) Rough Growth</b> (large trees, stumps, surface roots, branches growing over, under and through the fence).	1,100	Per 100 lineal ft.		
<b>B) Medium Growth</b> (heavy wooded overhang, large climbing vines, palm/Brazilian Pepper seedlings, or heavy underbrush growth thru fence).	2,200	Per 250 lineal ft.		
<b>C) Light Growth</b> (tall grass, and/or weeds, cane grass, debris and related overgrowth or underbrush).	5,600	Per 500 lineal ft.		
<b>LOT MAINTENANCE</b> <b>Tractor Mowing</b> (price per TOTAL acre)				
<b>A) Under 1 Acre Site</b>	110	Per Acre		
<b>B) 1-3 Acre Sites</b>	90	Per Acre		
<b>C) 3-5 Acre Site</b>	50	Per Acre		
<b>D) 5-10 Acre Sites</b>	36	Per Acre		
<b>E) Over 10 Acre Sites</b>	36	Per Acre		
<b>LOT MAINTENANCE</b> <b>Mechanical Clearing/Loading</b> (per 1,000 sq. ft., As per attached specifications)				
<b>A) Mechanical Clearing</b>	150000 sqft or any portion of	Per 1000 Sq. Ft.		
<b>LOT MAINTENANCE - Collection, Removal and Disposal of Debris &amp;/or Trash</b> (Dump/disposal fee charged shall be included in the unit price and rates. As per attached specifications)				
<b>A) Light disposal up to 500 lbs. of debris</b>	500	Per Pound		
<b>B) Medium disposal, Minimum of 3 tons of debris</b>	3	Per Ton		
<b>C) Heavy Disposal, In excess of 3 tons of debris</b>	10	Per Ton		
<b>D) Restricted Access, Debris Removal</b>	3	Per Ton		

Miami Dade County Public Schools

**BID # 041-LL06**  
**FENCE LINE and LOT MAINTENANCE**  
(North and South of Flagler Street)

**SPECIFICATIONS**

**SECTION 1 - GENERAL**

**1.01 - Scope of Work**

**A. Purpose**

The purpose of this bid is to establish firm prices for fence line maintenance, lot maintenance, tractor mowing, mechanical clearing, and the collection, removal and proper disposal of bulk trash and debris, as needed, for Miami-Dade County Public Schools' (M-DCPS) facilities/sites and locations.

**B. Vendor Qualifications and Requirements**

1. At the time of the bid opening, and throughout the term of the contract, the successful bidders must be qualified and properly licensed in Dade County to perform the scope of the work described herein.
2. Prior to award of this contract, vendors shall provide three letters of reference of similar work performed in the South Florida area.
3. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
4. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Rule 6GX1 3-4-1.05.
5. 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 such qualifications.
6. All personnel employed by the vendor, shall display at all times an identification badge or company uniform 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 MDCPS property.
7. The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this

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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.

8. 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 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. All vehicles are to be in good, safe working order at all times, with no "monsterized" vehicles allowed on school sites.
9. The vendor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the MDCPS site, the vendor 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 vendor to prevent reduction by-products and other materials from being blown from the bed during hauling to disposal sites. The vendor 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. The vendor 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.
10. The vendor shall utilize equipment and trucks that with signs or markings indicating the owner/operator's name and a unique equipment identification number. Signs shall be maintained in an easily readable fashion for the duration of the work.

#### **C. Vendor Responsibility**

The vendor is required, and must have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County. MDCPS requests that vendors pay particular attention to the following requirements:

1. Vendor shall conduct themselves in a professional, respectful and courteous manner at all times with the Miami-Dade School Board employees, school administration and representatives.

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2. Vendor shall adhere to security requirements of the Miami Dade County Public Schools at all times. Upon working during school operations, all vendors' personnel will be required to be in conformance with the Jessica Lunsford Act.
3. Vendor shall strictly adhere to equipment and safety specifications and requirements at all times.
4. Vendor shall not deviate from assigned area or sites at any time.
5. Vendors shall be directly responsible for damages caused by their crews and/or subcontractors.

**D. 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, Board authorized holidays or legal holidays, at no additional cost to the Board.

**E. Site Inspection**

Prospective vendors are encouraged to make inspections of schools, facilities/sites to familiarize themselves with the unique environment where the work is to take place, and establish work procedures that minimize disruption of the school day. The M-DCPS authorized representative will 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's system shall not entitle the awarded vendor(s) to additional compensation after bid award.

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



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address site conditions shall not entitle the vendor to additional compensation after a notice to commence and a purchase order is issued.

**F. Emergency Response**

Where an emergency is deemed to exist by the M-DCPS authorized representative, the vendor shall be required to respond on a verbal notice to proceed issued by the Procurement Management Services or the M-DCPS authorized representative. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification.

**G. Communication and Protocol**

All communications, including but not limited to specification of the scope of work, instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the vendor shall be in writing.

The vendor shall assign and provide an Operations Manager to serve as the principal liaison between the MDCPS representative and the vendor forces. The assigned Operations Manager must be knowledgeable of all facts of the vendor operations at all times.

**1.02 -Job Conditions**

**A. General**

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

**B. Licenses, Permits and Fees**

The vendor shall obtain and pay for all required licenses, permits, inspection fees 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, permits or fees shall be borne by the vendor.

**C. Initial Conference**

A pre-award conference will be held to acquaint the vendor with Board policies and

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procedures that are to be followed, and to develop mutual understanding relative to the administration of the contract.

#### **D. Site Coordination Meeting**

A site coordination meeting will be conducted on all projects assigned under the contract. All schedules, procedures and site specific issues will be discussed.

#### **E. Estimates or Quotes**

When notified, the vendor will meet with M-DCPS representative at the proposed work site to review the scope of work. The vendor will be responsible to provide the M-DCPS representative with a written estimate using the appropriate line items from the awarded contract. This estimate will be provided to the District and delivered to the requester no later than 48 hours after the site meeting. Upon review of the estimate and approval a purchase order will be issued which will constitute authorization to proceed with approved scope of work.

#### **F. Invoicing and Payment**

1. The invoice document shall contain, as a minimum, the following information:
  - a. M-DCPS's Purchase Order Number.
  - b. Scope of Work performed with unit line items of work performed with quantities, descriptions, unit prices and extension totals per line item.
  - c. Start and completion date(s) of work performed.
  - d. Work location where services were provided.
  - e. The vendor shall provide verification of final disposal, showing the type of materials delivered, weight, point of origin and final destination. This shall include the official weight ticket issued by an authorized disposal site. The vendor shall not be paid without this ticket
2. Payment will only be made for actual work performed that 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 payments being issued. The vendor will not be compensated for travel, waste and/or surplus materials.
3. Payment(s) will be made at the unit rates proposed by the vendor. The vendor must provide an invoice detailing each school site/location, purchase order #, date of service provided with unit prices for each line item, and the amount being invoiced.

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4. Invoices and required documents shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.
5. The acceptance of final payment shall constitute a waiver of all claims by the vendor except those previously made in writing and unresolved at the time of final invoicing.
6. 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.

#### **G. Types of Trash and/or Debris**

1. The debris and/or trash cannot be guaranteed as to the type or content. Most typical cases include, but are not limited to the following types:
  - a. Mixed debris/trash, including but not limited to a mixture of vegetative, household, residential and commercial materials, construction and demolition materials excluding hazardous and toxic wastes.
  - b. Burnable debris/trash, including but not limited to vegetative material including tree debris.
2. It is the responsibility of the vendor to segregate debris and/or trash for proper disposal, as may be required by local, state or federal regulatory agencies.

#### **H. Safety**

1. The vendor shall take all necessary steps to provide a safe work environment for the occupants of the schools and facilities 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, federal, state and local codes, regulations and statutes while performing work under this contract, and shall assume full liability for compliance with all regulations, codes and laws pertaining to the safety and protection of workers and persons occupying the property or any adjacent property. Any fines and/or penalties levied or imposed by any authority having jurisdiction due to failure of the vendor to comply with these requirements shall be borne solely by the vendor.

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2. When appropriate, or specifically requested by the M-DCPS authorized representative, and at no additional cost to M-DCPS, the vendor shall provide temporary fencing or barricades to protect students, faculty, staff and/or members of the general public. All safety hazards which might present a threat to life safety must be removed immediately. A working perimeter must be clearly established by providing physical barriers and shall be monitored for trespassers during the course of the work.
3. The vendor shall make all necessary arrangements with the utility companies concerned for protection of their facilities, equipment, lines, etc. during the work period. The vendor shall exercise extreme caution to eliminate any possibility of damage to any utilities. Before commencing work at each site, the vendor shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by, or are a hazard to, the clearing operations. Vendor's inspection of the site shall include seeking any downed power or telephone lines that may be hidden in the undergrowth. If any are found, the vendor shall report it to the M-DCPS authorized representative for immediate notification to proper authorities. No work shall be performed until such utility damage has been repaired.

**I. Interference**

The vendor shall perform all work with minimum disruption to the normal operation of the schools, facilities/sites.

**J. Erosion Repair**

The vendor shall take every precaution and temporary measure to prevent erosion damage to freshly graded areas.

**K. Access to Sites**

The vendor will coordinate all access to the site with the M-DCPS authorized representative and shall conduct such access in a safe manner. M-DCPS will provide the vendor access to each work site, provided proper notification is given and coordination is arranged with M-DCPS authorized representative and the facility/site administrator. Vendor's personnel are required to check in at the site's main office and present valid company identification prior to commencement of any activities. Upon conclusion of activities, vendor's, personnel shall check out at the main office. Check-in and check-out procedures described above shall be implemented by the vendor's personnel each time a

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site is visited.

**L. Types of Work Areas**

1. The vendor will encounter two types of access to M-DCPS facilities/sites and shall bid according:
  - a. Areas accessible by access through open fields, paved roadways, etc.
  - b. Areas with restricted access such as interior courtyards and/or easement areas, where manual labor may be necessary to remove the debris/trash.

**SECTION 2 - EXECUTION**

**2.01 Fence Line and Lot Maintenance**

Vendor is to perform all work as described herein including but not limited to the following:

**A. Fence Line Maintenance**

1. Rough growth - fence lines that have large trees, stumps, surface roots, and branches growing over, under, and through the fencing.
2. Medium overgrowth - heavy wooded overhang, large climbing vines, palm seedlings, Brazilian Pepper seedlings, or heavy underbrush growth through the fence.
3. Light overgrowth – tall grass and/or weeds, cane grass, debris, and foliated overgrowth or underbrush growth.
  - a. Procedures Description (Fence Line Maintenance):
    1. All work shall include for the designated “Fence Line” to be cleaned of ALL overgrowth, through growth, and undergrowth from 0 inches at grade level to 12 feet above grade level. All foliage, plant materials, debris are to be removed for 10 feet on each side of fence except for trimmed grass and ornamental plants. All trash and debris within this 10 foot zone is to be raked up, collected, and transported to a suitable disposal site.
    2. Application of herbicides, “Roundup”, “Garlon” or equivalent, are to be applied by sprayer to the grade level of the fence line and

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outward for 24 inches on both sides to extend along the cleared fence line. All applications and use of herbicides are to be in accordance with local, state and Federal safety guidelines, restrictions and requirements. Only approved chemicals with local and state guidelines may be used in this application process.

3. Vendor shall perform any fence disassembly and reassembly as required to facilitate the maintenance and cleaning of the fence line or to permit access of the vendors' equipment and personnel. Fence damage caused by plant growth is not the vendors' responsibility, however must be brought to the attention of the M-DCPS authorized representative during the initial estimate inspection. All fence damage not identified before the start of work shall be repaired by the vendor at their expense in accordance with M-DCPS specifications.

**B. Lot Maintenance - Tractor Mowing and Limited Light Disposal**

1. Mowing of area using a machine which cuts by heavy duty blades, the grass, weeds and brush to a height of not more than 3 inches from the surface of the ground (except valuable trees and plants). Unless specifically instructed otherwise, vegetation such as small brush, weeds and grass may be left on the site after cutting, provided that it is mulched, crushed, or otherwise ground into small particles, and spread evenly over the site so that no piles of debris remain.
2. Site weed eating: trimming of grass, weeds, shrubs, bushes and vines on the perimeter or border of the area, around structures, rocks, trees and immovable obstructions.
3. Trimming: the removal, clipping, pruning, and/or clearing of bushes, vines and shrubs as specifically instructed. Tree limbs lower than 6' clearance height may be removed at the tree or palm trunk when such removal is not in violation of local and state tree trimming regulations with particular emphasis pertaining to protected species for NO disturbance. All trimming and pruning of this nature shall conform to the standards and guidelines outlined by the National Arborist Association and Tree Care Industry Association.

**C. Lot Maintenance - Mechanical Clearing/Leveling**

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1. Clearing of land by mechanical means through a device which scrapes the surface of the land and frees it from weeds, brush and debris.
2. Vendor shall take extra precautions in order to prevent this scraping procedure from accumulating excess soil material in piles which will require disposal.
3. All debris created by mechanical means shall be segregated at the site into decomposable and non-decomposable piles. Non-decomposable debris in excess of 500 lbs. shall be addressed under the bulk debris/trash portion of this contract. Decomposable debris is to be removed only under specific instruction of the M-DCPS authorized representative.
4. Clean fill, if any, shall be spread and left on the site unless otherwise instructed by M-DCPS authorized representative.

**2.02 Collection, Removal and Disposal of Debris and/or Trash**

- A. Collect and remove from buildings and grounds any debris and/or trash and properly dispose of off site, according to existing federal, state and local regulations.
  - a. Light Debris Removal – Shall include pick-up and removal of paper, cardboard, cans bottles, vegetative and other debris up to 500 lbs. This debris shall be transported to an authorized disposal location.
  - b. Medium Debris Removal – Shall include pick-up and removal of paper, cardboard, cans bottles, vegetative and other debris in excess of 500 lbs. up to 3 tons (6,000 lbs). This debris shall be transported to an authorized disposal location.
  - c. Heavy Debris Removal – Shall include pick-up and removal of paper, cardboard, cans bottles, vegetative and other debris in excess of 3 tons (6,000 lbs.). This debris shall be transported to an authorized disposal location.
  - d. Restricted Access Debris Removal - Shall include pick-up and removal of paper, cardboard, cans bottles, vegetative and other debris from restricted access areas such as courtyards, perimeter areas where no equipment can easily access and all debris removal has to be completed by hand. This debris shall be transported to an authorized disposal location.



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- B. If, during the course of removal, hazardous debris/trash is found, the vendor shall immediately notify the M-DCPS authorized and cease all work until further notice. The vendor will not be responsible for removing hazardous or toxic materials.
- C. The vendor shall be responsible for locating and protecting, as necessary, all utilities, including underground utilities, within its designated work area.
- D. The vendor shall dispose of the debris/trash at authorized disposal sites and shall provide the appropriate weigh tickets for each load of debris/trash picked up and delivered to those sites. The current disposal fees charged by an authorized disposal site is to be included in the per ton price. (See Information Only section on the Bid Proposal Form). If this disposal fee changes during the contract period, the awarded bid price will be adjusted accordingly. That adjustment will reflect only the increase/decrease of the disposal fee made by the authorized disposal site. No other adjustments will be allowed.
- E. The vendor shall provide all equipment and/or materials required to weigh and record the amount of material collected and removed from each work site, and shall furnish a form, acceptable to M-DCPS, which shall record the type and amount of materials being removed, the site location, truck number and the signature of the M-DCPS authorized representative verifying removal of the materials from that site.
- F. The vendor shall conduct clean-up management of each site which will involve operational and safety procedures including dust control, clean-up sweeping of public streets at the site as required, traffic control and final raking and hand-picking of debris/trash from the ground. The loading areas will be kept free from excess debris/trash to insure a safe and efficient operation.
  - 1. Vendor shall be responsible for the repair and/or restoration of any area and/or equipment damaged by negligence in the performance of its work.
  - 2. By the end of each work day, the vendor will be responsible for removing scattered debris/trash generated by the collection, removal and loading process.
  - 3. Upon completion of the work at each M-DCPS facility/site, the vendor shall restore any temporary removal of building/ facility/ structure affected by its work.
- G. Upon completion of final lot clearing, debris/trash removal at each M-DCPS facility/site, the M-DCPS authorized representative shall conduct a final inspection and approval of the work performed. All unsatisfactory conditions shall be remedied prior to final payment being made.

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**SECTION 3 - AUDIT AND INSPECTION OF RECORDS**

The vendor, by signing this bid document, agrees that M-DCPS, or any of its duly authorized representatives, shall, for the purpose of an audit and records examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard and pertaining to the work performed under this contract, and to audit the books, records, and accounts with regard to this contract. Further, the vendor agrees to maintain all records for this contract, for a minimum of three years after completion of the contract.

**SECTION 4 – TERMINATION, REMEDY AND ADDITIONAL CONSIDERATIONS**

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor and due process requirements.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and default the vendor if material or procedures are used other than those specified.
- C. The M-DCPS shall have the right to terminate a contract or a part thereof before the work is completed in the event:
  - 1. The vendor is not adequately complying with the specifications.
  - 2. Proper techniques are not being followed after warnings and written notification has been submitted by MDCPS to the vendor.
  - 3. The vendor 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.
  - 4. The vendor refuses to proceed with work when and as directed by the MDCPS.
  - 5. The vendor abandons the work.
  - 6. The vendor employs sub-contractors who are on the Federal debarred listing.

**SECTION 5 - INSPECTION OF WORK**

- A. The M-DCPS authorized representative will monitor the vendor using appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections and

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shall give two working days notice prior to the requested inspection date. If the work is not complete when the inspection occurs, the vendor may be held liable for the cost of the inspection.

**B. Progress Inspection:**

During the execution of projects performed under this contract, the MDCPS authorized representative will regularly inspect the work for quality of materials and/or installation. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative.

**C. Final Inspection:**

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

**D. Stoppage of work:**

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

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

**SECTION 6 - NON-EXCLUSIVITY**

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

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**SECTION 7 – VENDOR PETROLEUM, OIL, AND LUBRICANT (POL) SPILLS**

- A. The vendor shall be responsible for reporting to the MDCPS and proper removal of all petroleum, oil, lubricant (POL) spills caused by the vendor'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 vendor.
- 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 vendor 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.