



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

BIDDER QUALIFICATION FORM

BID NO. 047-JJ06

**BID TITLE Elevator Repairs, Upgrades, Updates
and Modernization**

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 January 13, 2009 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

I. BIDDER CERTIFICATION AND IDENTIFICATION

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

II. INDEMNIFICATION

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

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

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond ☐

Check (Cashier's, Certified, or equal) ☐

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

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

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

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

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

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

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

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

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

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

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

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

2. **FOR M/WBE designated bids.** The **SPECIAL CONDITIONS-Minority/Women** owned and controlled Business Participation Statement and the M/WBE Certification Application **MUST** be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

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

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

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

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

II. SUBMITTING OF BIDS

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

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

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

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

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

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

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

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

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

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

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

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

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

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

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

VI. AWARDS

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

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

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

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

D. TERMINATION FOR CONVENIENCE

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

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

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

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

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

2. Awards of \$500,000 or Less

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

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

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

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

VIII. SAMPLES

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

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

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

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

D. Samples should be delivered to the following address:

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

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

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

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

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

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

X. PACKAGING

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

otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

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

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

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

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

XIII. ENVIRONMENTAL PRODUCTS

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

XIV. DELIVERY AND BILLING

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

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

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

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

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

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and

Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

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

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

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo

identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

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

XXI. CONFLICT OF INTEREST

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

XXII. PUBLIC RECORDS LAW

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: 047-JJ06
BID TITLE: Elevator Repairs, Upgrades, Updates and Modernization
BID OPENING DATE: January 13, 2009

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

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

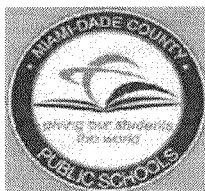
Signature _____

Title _____

Company _____

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# 047-JJ06

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 Mrs. La-Chane Faison at 305-995-7133.

Elevator Repairs, Upgrades, Updates and Modernization

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, with pre-approved vendors, to furnish all labor, supervision, equipment and materials necessary to perform elevator repairs, upgrades, updates and modernizations at Miami-Dade County Public Schools' facilities. The term of the bid shall be for two years from the date of award, and may, by mutual agreement between Miami-Dade County Public School, 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. The successful vendor(s) agrees to this condition by signing its bid.
2. **AWARD:** The bid will be awarded to all responsive, responsible bidders regularly engaged in the repair, upgrade, update and modernization of elevators. The awarded vendor(s) shall respond to "request for quotations" by the requested date. Vendors shall arrange a site visit by contacting the M-DCPS authorized representative as indicated in the Request for Quote. The pre-approved bidder(s) will be invited to offer a fixed price for a specific job(s). The award of said job(s) will be made to the lowest responsive, responsible bidder(s) meeting specifications. These prices must remain fixed for not less than 30 days.
3. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year or manufacturer's warranty, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. Vendor agrees to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement.
4. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
5. **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.
6. **TERMINATION AND REMEDY:** M-DCPS reserves the right to terminate, without cause, any work awarded under this contract, or to cancel this contract in its entirety, upon thirty (30) days written notice to the vendor. In the event that the vendor fails to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, M-DCPS shall notify the vendor, in writing, of the deficiencies, and a specific time frame for correction of such deficiencies. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being deducted from the contract price.

Elevator Repairs, Upgrades, Updates and Modernization

SPECIAL CONDITIONS

7. **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).
8. **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>
9. **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.
10. **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

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

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-mail: martinez@dadeschools.net

SPECIAL CONDITIONS

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

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BID NO. 047-JJ06

SPECIFICATIONS

PART 1 GENERAL

1.00 SPECIAL CONDITIONS

Additional General Conditions and Special Conditions are incorporated into this contract as if written herein.

1.01 SUMMARY

A. Purpose and Scope

The purpose of this bid is to set forth specifications and establish a contract with an approved pool of vendors to furnish all transportation, labor, supervision, equipment and materials necessary to perform elevator repairs, upgrades, updates and modernizations at Miami-Dade County Public Schools' facilities. Projects may include any elevator repairs, updates and modernizations. Vendor(s) shall also be required to perform all associated and incidental work required for project acceptance. Vendors may also be required to provide labor and parts for spot repairs on a time and materials basis. (See Specification 2.03 TIME AND MATERIAL REPAIRS, and the TIME AND MATERIALS BID SHEET),

B. Working Day

The normal working hours for M-DCPS Facilities Operations, Maintenance are between 7:00 a.m. to 11:00 p.m., Monday through Saturday.

As directed, the vendor shall work a schedule set by the M-DCPS authorized representative that may include work during school hours, prior to or after school hours, school recess periods, Saturdays and/or Sundays, Board authorized holidays or legal holidays, at no additional cost to the Board.

C. Site Inspection

1. Vendors submitting quotes, must visit the job sites, inspect and assess job requirements, and become fully acquainted and familiarized with conditions as they exist, and the operations to be carried out pursuant to Section 2 of these specifications. The vendor shall make such investigations, as appropriate, to fully understand the facilities, difficulties

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and restrictions before execution of the work. Also, the vendor shall 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 become acquainted with the nature 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.

D. Emergency Response

Where an emergency is deemed to exist by the M-DCPS authorized representative, the vendor shall be required to respond on a verbal notice-to-proceed, issued by Procurement Management or the M-DCPS authorized representative, when a safety-to-life emergency occurs before or after Procurement Management normal work hours; 8:00 a.m. to 4:30 p.m., Monday through Friday, during school recess periods, Saturdays and/or Sundays, and Board authorized holidays or legal holidays. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action in any manner deemed to be in the best interests of the Board and back charging the vendor for all associated costs. Failure to pay back charges, as determined by Procurement Management Services, shall subject vendor to default, as defined in the Instructions to Bidders.

E. Inspection and Punchlist:

1. The M-DCPS authorized representative will monitor the vendor to ensure that appropriate quality assurance procedures are adhered to, and in no event shall M-DCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections through the M-DCPS authorized representative and shall give three 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 re-inspection.
2. Progress Inspection:

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During the execution of projects performed under this contract, the M-DCPS authorized representative may inspect the work at any time without prior notice. The vendor shall correct the deficiencies noted within a certain time as established by the M-DCPS authorized representative.

3. Final Inspection:

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

4. Stoppage of work:

M-DCPS reserves the right to stop work on any project, if deemed necessary by authorized M-DCPS representatives or Inspector, if:

- a. Materials or work are not in conformance with the specifications, applicable codes, standards or accepted practices.
- b. The vendor's activities results in damage to Board Property
- c. The vendor's activities interfere with the normal operation of the facility or its program.
- d. 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 Board if allowed to persist.

F. Subcontracting:

Subcontracting is permitted under this contract for incidental work. The vendor shall submit a list of subcontractors with its Quote, pursuant to Section 2.00 (B) of these specifications. M-DCPS reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the vendor to adjustment of quoted prices. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors.

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G. Communication

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. See Special Condition 2. CONE OF SILENCE.

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of bidding, and throughout the life of this contract, the vendor shall be qualified as a Registered Elevator Company pursuant to Chapter 399.01 of the Florida Statutes. A copy of the vendor's current registration issued by the State of Florida shall be submitted with the bid proposal.
- B. The vendor must submit a list of technicians that will be performing repairs and modernizations for MDCPS. MDCPS required a technician that possesses a valid Elevator Certificate of Competency issued pursuant to Chapter 399.01 of the Florida Statutes be on site while any repairs and/or modernizations are in progress. Technicians not so certified shall not work on MDCPS equipment.
- C. The vendor shall maintain offices, facilities, and personnel within the State of Florida. The vendor shall be accessible by a local telephone call (toll free from Miami-Dade County) during regular business hours. Local answering service for emergencies shall be available twenty-four (24) hours a day, seven (7) days per week.
- D. The vendor shall maintain, or have immediate access to, all necessary repair parts, materials, test equipment, wiring diagrams, software, programming equipment and personnel with the necessary expertise needed to meet the requirements of repairing and/or modernizing elevators.
- E. Vendors shall have an established business with the qualifier having a minimum of five years applicable and appropriate experience. Vendors shall provide proof of this experience in their bids by submitting a work history.
- F. Prior to award of this contract, each vendor shall provide a minimum of three (3) references of similar work performed within the South Florida area.

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- G. The vendors are required, and shall have the capability to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- H. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- I. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises by the vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid.
- J. Vendor shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities encompassed by this term bid are properly qualified, trained, certified and licensed in accordance with all applicable local, state and federal rules, regulations laws and standards to perform the work assigned. Vendor may be requested at any time to provide evidence of such qualifications.
- K. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- L. 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 provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.

1.03 REFERENCES

- A. Miami-Dade County Public Schools Master Specifications Guidelines.

(Note: These Master Specifications may be accessed on the Internet at <http://facilities.dadeschools.net/default.aspx?id=masterspec2004>)

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- B. Miami-Dade County Public Schools' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS.
- C. Chapter 399 of the Florida Statutes.
- D. Current adopted version of ASME A17.1
- E. Elevator Industry Field Employees' Safety Handbook.
- F. Where conflicting specifications exist between reference documents, or any specifications contained herein, the more restrictive specification will prevail. Trade association general standards referred to in the reference documents will be interpreted based on the most recent revision.

1.04. DEFINITIONS

A. Owner

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

B. Site Representative

Shall mean the senior administrator or designee at the facility where services are being provided.

C. M-DCPS authorized representative

Shall mean the individual(s)/firm(s) designated by the Owner to coordinate, schedule and accept for payment the work covered by this contract document.

D. Inspector

Shall mean an authorized representative of Facilities Operations, Maintenance, or designee.

E. Vendor

Refers to the person, firm or corporation authorized to do business with the School Board of Miami-Dade County, Florida, to whom a contract has been

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awarded directly from the Board for the performance of the work described by these documents.

F. Performance

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

G. Substantial Completion

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

H. Punch List

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

I. Final Acceptance

Shall mean work that has been fully commissioned, inspected and approved by Facilities Operations, Maintenance and as having been completed in accordance with the defined scope of work, design drawings and punch list, and shall include receipt of all required training, manuals, drawings, warranties, and releases of lien and claim.

J. Emergency

Shall be as determined by the M-DCPS authorized representative.

K. Written Notice

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

L. Project

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Shall mean a specific planned undertaking consisting of the scope of work defined in the project site scope meeting described in Section 2.00 of these specifications, including all work incidental thereto.

1.05 SUBMITTALS

- A. Vendor shall submit a quote as described in Paragraph 2.00 (B) for each project.
- B. When applicable to the project, prior to issuance of a purchase order, the vendor shall submit manufacturers' specifications and drawings for all equipment to be installed.

1.06 PROJECT CONDITIONS

Project conditions will be identified individually. When contacted by the M-DCPS authorized representative, approved vendors shall meet with the representative on site and receive a scope of work for the project.

1.07 PERMITS

The vendor will be responsible for obtaining required permits from the Miami-Dade County Office of Elevator Safety.

1.08 DESIGN/DRAWING REQUIREMENTS

- A. If it is determined by the M-DCPS authorized representative or Miami-Dade Office of Elevator Safety that signed and sealed drawings by a Florida Registered design professional are required for any work under this contract, such shall be considered incidental to the work and the vendor shall provide such drawings if so instructed by the M-DCPS authorized representative. The requirement for these services shall be made a part of the scope of work identified in Section 2.00 (A) of these specifications and the cost shall be included in the quote identified in Section 2.00 (B).
 - 1. Said services shall include, but not be limited to, the provision of all design and construction documents as specified, calculations, shop drawings, record drawings, and submittals. All design and construction documents, calculations, shop drawings, and record drawings may be required to be signed and sealed by a design professional. The vendor,

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through a responsible design professional, shall also provide, if necessary, the executed forms, studies, and other documentation required by applicable codes and agencies having jurisdiction.

2. The vendor shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies until approved. The vendor shall direct specific attention in writing or on resubmitted documents to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s). The Board shall not be liable for any parts or materials ordered by the vendor prior to approval of design documents.
 3. All drawings and specifications produced by the design professional(s) shall become the property of the Board at the completion of the work. The vendor shall provide six (6) sets of prints and technical specifications, which must be signed and sealed. This requirement may be revised through stipulations in the Scope of Work issued by MDCPS pursuant to Section 2.00, (A).
- B. The vendor shall submit the name, address and current Florida registration for all design professionals for each quote which requires design services. The Board reserves the right to approve or disapprove the design professional. If disapproved, the vendor shall be required to provide an alternate.
- C. For projects which the Board provides design documents, the vendor shall review the plans and identify any discrepancies, inconsistencies, mistakes, etc. prior to preparation of a cost proposal. Prior to commencement of construction, the vendor shall verify measurements in the field, and identify any differences from the furnished drawings.
- D. For projects, which do not require signed and sealed documents, the vendor may be required to furnish shop drawings, record drawings, and any other documents and/or information as may be required in support of the work. The Board reserves the right to approve all drawings and submittals.
- E. Shop Drawings
1. The vendor shall review, approve and submit six sets of all shop drawings and samples required for the work. Shop drawings and samples shall be identified as specified, or as required by the M-DCPS authorized

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representative. At the time of submission, the vendor shall inform the M-DCPS authorized representative, in writing, of any deviation of the shop drawings or samples from the requirements of the project scope.

2. The vendor shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The vendor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s).
3. No portion of the work requiring a shop drawing or sample submission shall commence, nor shall the Board be liable for any parts or materials ordered by the vendor until the submission has been approved. All such portions of the work shall be in accordance with approved shop drawings and samples.

F. Upon completion of the work and final acceptance by M-DCPS, The vendor may be required to furnish:

1. Six sets of reproducible record drawings, wiring diagrams and technical specifications. One set shall be on Mylar, 2 sets of blue line or bond and one set in Auto Cad format. All copies shall be stamped "AS BUILT".
2. Three copies of maintenance and operating manuals for any equipment included in the scope of work.

M-DCPS reserves the right to withhold final payment until receipt of these documents.

1.09 PERFORMANCE SECURITY

Vendors shall not be required to submit performance or payment security in order to be initially placed on the list of approved vendors. However, in the event that the value of an individual project meets the criteria specified in Florida Statute 255.05, and reflected by M-DCPS Board Rule 6Gx13-3C-1.08, or as determined by the MDCPS Authorized Representative, the vendor awarded the project shall provide a Public Construction Performance and Guarantee bond and a Public Construction Payment Bond for that project in the amount and manner established in the INSTRUCTIONS TO BIDDERS.

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1.10 SUFFERANCE

- A. Failure by M-DCPS to invoke any of its rights under this contract shall not constitute a waiver of these rights nor prevent their exercise.
- B. Exercise of any sanction provided for in this contract shall not preclude the District from pursuing remedies available through law, rule or any other provision of this contract.

PART 2 EXECUTION

2.00 PROJECT SITE SCOPE MEETING

- A. When notified in writing via facsimile, letter, or other documented method, approved vendors shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the vendors shall be required to participate in this site scope meeting within two working days of notification. Vendors not attending a project site scope meeting will not be allowed to submit a quote for that project.
- B. The vendors shall submit a **sealed** detailed quote to Procurement Management Services within five (5) working days of the Project Site Scope Meeting, unless otherwise specified. By submitting a quote, the vendor is agreeing to accomplish the work defined at the Project Site Scope Meeting, and it is the vendor's responsibility to include all necessary items prior to submission to Procurement Management Services. The quote shall contain, at a minimum, the firm, fixed price to complete the work, a list of materials, equipment, itemized cost of any special conditions, alternates, extended warranties or options, labor hours and subcontractors, if any. The quote shall also contain the relative project schedule and estimated time frame for completion as mutually agreed upon during the Project Site Scope Meeting. Vendor shall guarantee the price for one hundred twenty days from the date of submittal.
- C. The vendor submitting the lowest quote meeting specifications shall be awarded the project on a lump sum basis.
- D. The vendor shall be required to submit a project schedule within five workdays after issuance of a Notice-to-Commence. This schedule shall conform to the project's duration period as stipulated at the Site Scope Meeting.

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E. The Board, by requesting quotes, does not by implication commit itself to commencement or completion of any project.

F. M-DCPS Furnished Equipment and/or Materials:

M-DCPS reserves the right to supply its own materials and/or equipment or to independently purchase parts and equipment directly from manufacturers, or any other source, for any project. An inventory of owner furnished materials and equipment shall be included as part of the scope of work. In those cases, the vendor may be required to provide transportation of any Owner furnished equipment and/or materials anywhere within Miami-Dade County. While such property is in the custody of the vendor, the vendor shall be responsible for loss or damage until delivery to the work site, and/or if released into the custody of the contractor for project usage, the contractor must store material in a secured location. The M-DCPS authorized representative shall then inspect the materials or equipment and verify its condition before releasing the vendor from liability. All furnished equipment; materials and/or property not consumed in performance of the project shall remain the property of M-DCPS.

2.01 PROJECT EXECUTION

- A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 1.03, the requirements set forth in the scope definition provided by M-DCPS, the terms and conditions contained within the purchase order and the general terms and conditions of this contract.
- B. Vendor is responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.
- C. Prior to commencement of work, the vendor shall be required to participate in a preconstruction coordination meeting with the M-DCPS authorized representative and all appropriate stakeholders. Details regarding the prosecution and scheduling of the work, accessing the premises, occupant and program requirements during the work, use of facilities and approaches and any other pertinent issues specific to the project shall be addressed. Vendor shall provide 24 hour emergency contact information to the M-DCPS authorized representative and the Site Administrator.
- D. If, during the course of the work, any unforeseen hazards are encountered, the vendor shall immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

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2.02 CHANGE OF SCOPE OF WORK

A. Owner Request

1. After issuance of a purchase order and commencement of a project, the scope may be changed for reasons including, but not limited to, unforeseen circumstance or owner's request. In the event the change in scope entails additional work at owner's request, the M-DCPS authorized representative may issue a request for quote (RFQ) to the vendor assigned the project in order to maintain continuity and progress of the work, however, this does not preclude the District from obtaining additional proposals or quotes, from other contractors. The time frame for response shall be stated in the (RFQ). Vendor error or omission shall not be cause for any additional cost or issuance of a supplemental purchase order. Supplemental work must be authorized in writing by M-DCPS and accompanied by a purchase order.
2. If the vendor does not respond within the time frame stipulated in the RFQ, or if in the sole opinion of M-DCPS, the cost quoted exceeds fair market value, M-DCPS may at its sole option, perform the work in any manner it deems in the best interest of the Board, including cancellation of the original purchase order and compensating the vendor only for work performed and materials installed.
3. If the vendor's quote is acceptable, a supplemental purchase order will be issued for the additional work. If necessary, the original completion date may be adjusted by mutual agreement between the vendor and the M-DCPS authorized representative.
4. If there is a reduction in the scope of work, the M-DCPS authorized representative shall issue a Request for Credit (RFC), the amount of which shall reached through mutual agreement, or, absent such agreement, by the use of R. S. Means Reference Estimating Guidelines to establish a fair market value of the work in question. This amount shall be deducted from the sum due to vendor.

B. Vendor Request

1. Should the vendor identify a specific problem or circumstance which necessitates a change in scope of work, the vendor shall submit a Request

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for Change of Scope (RCS) to the MDCPS authorized representative within three working days of identifying the need. This RCS shall contain all necessary information, including detail of material and labor costs, as well as any adjustments to the completion schedule.

2. Additional contract costs and/or credits shall be reached through mutual agreement, or, absent such agreement, by the use of R. S. Means Reference Estimating Guidelines to establish a fair market value of the work in question.
 3. All details of the RCS shall be reviewed and approved by the M-DCPS Authorized Representative. Inadequate credits, excessive costs, and/or time extensions shall be rejected.
 4. Vendors shall be diligent when submitting Requests for Change of Scope. Untimely submissions may be rejected.
 5. If the vendor's quote is acceptable, a supplemental purchase order will be issued for the additional work.
- C. All changes of scope must be acted upon, only after receipt of a revised or new purchase order, issued by Procurement Management.

2.03 TIME AND MATERIAL REPAIRS

- A. When the need arises, M-DCPS may require vendors to respond to requests for repairs on a time and materials basis. Vendors are requested to complete the Time and Materials Quote Sheet accompanying this document. Vendors not completing this information sheet **will not** be excluded from submitting quotes for other projects.
- B. Hourly rates quoted by the vendors shall remain fixed for a period of one year from date of award. Subsequent renewals of this contract may incorporate a cost escalation/decrease as measured by the Construction Cost Index (CCI) published in the Engineering News Record. This escalation/decrease shall be equal to the percentage increase (or decrease) of the twelve month average of the CCI immediately prior to the month of award or renewal, as compared to the ten month average after the award or renewal, commencing the month of award or renewal.

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- C. Vendors will be selected to perform time and materials repairs based upon 1) the submitted rates, and 2) availability of the vendor's service personnel to respond within the necessary time frame dictated by the nature of the repair.

PART 3 PROTECTION AND CLEANUP

- A. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The vendor shall also insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. The vendor, at the vendor's sole expense, shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- B. It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances.
- C. Vendor, its employees and/or assigns shall not use M-DCPS restrooms, cafeteria, lounges, dumpsters, equipment, etc. without permission prior to commencement of project from the M-DCPS authorized representative. Vendor, its employees and/or assigns **shall never** use student restrooms or cafeteria while school and after school activities are in session.
- D. Vendor's materials, equipment and tools, which are not in use, shall be stored in a secured location supplied by the vendor.
- E. M-DCPS is not responsible for loss of tools, equipment or supplies.
- F. Site shall be left in a "broom clean" condition upon completion of work.
- G. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.
- H. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.

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PART 4 TERMINATION AND REMEDY

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor(s).
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and subject the vendor to default, if unauthorized material is used and/or procedures violated.
- C. In the event that the vendor fails to perform any of the services in a satisfactory and timely manner, and is found in non-compliance with the terms and conditions of this contract, M-DCPS shall issue a written notice to the vendor, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the vendor, accomplish the work in any manner it chooses, with all direct and indirect costs of such work being borne by the vendor, and vendor may be subject to default.
- D. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances, failure to obtain necessary permits, inspections or approvals shall be borne solely by the vendor.
- E. Vendors, which exhibit repeated non-responsiveness to requests for quotes may be disqualified from future work under this bid.
- F. Exercise of any provision of this section does not preclude the Board from pursuing remedies available through law, rule or any other provision of this contract.

PART 5 NON-EXCLUSIVITY

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

PART 6 INVOICING

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

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1. M-DCPS purchase order number, and release number when appropriate.
 2. Description and serial numbers of equipment purchased.
 3. Scope of work performed.
 4. Start and completion time and date(s) of work performed.
 5. Work location where services were provided.
 6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
 7. Final release of claim from the vendor.
 8. Written warranty.
 9. Three copies of maintenance, wiring diagram and operating manuals for all purchased equipment.
- B. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient must be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.
- C. Projects that do not exceed 45 actual workdays shall be paid in one lump sum. For Projects exceeding 45 days duration, partial payments may be requested and may be honored at the discretion of the MDCPS authorized representative and shall be contingent upon submittal of appropriate documentation.
- D. Invoices, required documents and manuals shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.
- E. 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.

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PART 7 WARRANTY

- A. The vendor shall warrant the work and shall remedy any defects due to faulty materials or workmanship for a minimum of one (1) year from the date of final acceptance. M-DCPS reserves the right to request extended warranties for workmanship, materials and/or equipment. The request for an extended warranty shall be included in the RFQ process.
- B. This warranty shall be provided to the Board, in writing, at time of final invoicing.
- C. Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall remedy any defects, and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice. Vendor(s) who fail to cure warranty repairs during or after the expiration of this contract, shall be subject to default and/or will be recommended to appear before a committee who will preside over a "Responsibility Hearing".
- D. Failure by the vendor to honor warranty obligations may result in the initiation of Debarment Proceedings pursuant to Board Rule 6Gx-13-3F-1.023.
- E. Neither the final payment nor any provision in the contract documents shall relieve the vendor of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

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**TIME AND MATERIALS
BID SHEET**

Company Name

Address

Telephone

Fax

Contact name

Base cost per service call

(Includes 1 hour labor and all transit related costs)

Cost per labor hour for Skilled Mechanic

(applied to time spent on site beyond the first hour)

Cost per labor hour for unskilled helper

Percentage markup/discount for parts and materials
