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**Miami-Dade County Public Schools**

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

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

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

**BIDDER QUALIFICATION FORM**

BID NO. 047-CC10 BID TITLE ASPHALT PAVING, RESURFACING AND DRAINAGE  
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON January 14, 2003 IN ROOM 351,  
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE  
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO  
BIDDERS, para.IV.B.)

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

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

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

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

**II. INDEMNIFICATION**

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

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

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

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

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : \_\_\_\_\_  
MAILING ADDRESS : \_\_\_\_\_  
CITY, STATE, ZIP CODE : \_\_\_\_\_  
TELEPHONE NUMBER : \_\_\_\_\_ FAX # \_\_\_\_\_  
BY: SIGNATURE (ORIGINAL) : \_\_\_\_\_ DATE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE  
NAME (TYPED) : \_\_\_\_\_ TITLE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

## INSTRUCTIONS TO BIDDERS

### I. PREPARING OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

### II. SUBMITTING OF BIDS

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

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

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

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

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

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

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

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

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

C. The notice of cancellation shall:

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

3. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation on any future procurements of similar supplies, services, or construction.

#### IV. CHANGE OR WITHDRAWAL OF BIDS

**A. PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

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

#### V. AWARDS

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

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

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

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

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

**E. DEFAULT.** In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are

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

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

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

#### VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

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

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

<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 VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

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

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

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

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

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

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

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

Revised April 1999

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

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MATERIALS CONTROL TESTING AND EVALUATION  
7040 West Flagler Street  
Miami, Florida 33144  
Telephone Number: (305) 995-3290

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

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

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

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

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

#### IX. PACKAGING

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

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

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

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

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

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

#### XIII. DELIVERY AND BILLING

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

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

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

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

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.

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

#### XV. COMPLIANCE WITH FEDERAL REGULATIONS.

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(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 its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment.

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

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

# Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

Name of Firm, Individual(s), Partners or Corporation

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

R

## 3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

**NOTE:** The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>.

M1-1/00

## 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#

### 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:

- 06-12-99 07:24 FROM: RISK MANAGEMENT
- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

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

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

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

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

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

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

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

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

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

<b>BID</b>	<b>BUYER</b>	<b>PAGE</b>
047-CC10	B. JONES	SC

<b>TITLE</b>
Asphalt Paving, Resurfacing and Drainage

**SPECIAL CONDITIONS**

- PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida, and the awardee, upon final School Board approval, be extended for two additional one-year periods, and if needed 90 days beyond the expiration date of the current contract period. The Board, through Procurement and Materials Management, 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 awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor agrees to this condition by signing its bid.
- AWARD:** The award of this contract may be awarded to a primary and one (1) alternate. All work performed under this contract shall be performed by the primary vendor, unless, at the sole discretion of M-DCPS, the primary vendor cannot meet the required performance objectives. At such time, M-DCPS may assign work to the alternate vendor.
- ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to the quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contact period, and include an additional ten percent to cover unanticipated increases in requirements.
- CERTIFICATE OF COMPLIANCE "TRENCH SAFETY ACT":** Vendor shall submit, with its bid, a properly executed certificate of compliance with the Trench Safety Act. (See attached form)
- 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 bid award.
- WARRANTY:** All work performed by the vendor shall be warranted for a period of one (1) year after final acceptance. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. All defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period, shall be corrected by the vendor at no cost to M-DCPS.



**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

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

<b>BID</b>	<b>047-CC10</b>	<b>BUYER</b>	<b>B. JONES</b>	<b>PAGE</b>
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<b>TITLE</b>	<b>Asphalt Paving, Resurfacing and Drainage</b>
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**SPECIAL CONDITIONS CONTINUED**

7. **CERTIFICATE OF COMPETENCY:** At the time of bid opening and throughout the term of the contract, the bidder shall hold a valid certificate of competency in general engineering issued by Metro Dade County. Bidders are requested to complete the section included herein as evidence of this requirement. CC# \_\_\_\_\_.
  
8. **EMERGENCY RESPONSE:** Where an emergency is deemed to exist by the owner's representative, the vendor will be required to respond on a verbal notice to proceed. This response must result with the arrival of work crew at the affected site within twenty-four (24) hours. If the notification occurs the day before a weekend or holiday, the vendor must respond the next working day. Failure to respond in a timely manner to these emergency requests shall constitute ground for termination of the award.
  
9. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the bidder(s) not to be awarded any new business. Vendor applications can be downloaded at [www.dade.k12.fl.us](http://www.dade.k12.fl.us) (click District Offices, then click Procurement Management).
  
10. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their 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.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

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

<b>BID</b>	<b>047-CC10</b>	<b>BUYER</b>	<b>B. JONES</b>	<b>PAGE</b>
<b>TITLE</b>	<b>Asphalt Paving, Resurfacing and Drainage</b>			

**SPECIAL CONDITIONS CONTINUED**

11. **WORK DURATION:** Work duration periods will be established through mutual agreement for each purchase order issued under this contract. Timelines will be documented in writing and will be strictly adhered to by the vendor. Consistent failure on the part of the vendor to meet these timelines, will be grounds for termination.
  
12. **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).
  
13. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for January 7, 2003, at 9:30 a.m., at the Maintenance and Operations Center, 12525 N.W. 28<sup>th</sup> Avenue, Miami, Florida 33167 (Second Floor Training Room #212). Attendance by the bidder or its qualified representative is requested.

The School Board of Miami-Dade County, Florida  
047-CC10  
Asphalt Paving, Resurfacing and Drainage

**BID PROPOSAL FORM (FORMAT B)**

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

Bid #047-CC10

Title: Asphalt Paving, Resurfacing and Drainage

Buyer: B. Jones

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL#
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____				
	Items 1 through 84 are to be awarded on a total low bid basis. Vendors must bid all items.				
1	Asphalt paving, installed 6" base, 1 1/2" wear surface including sub grade removal, stabilization and site preparation.	82500	Sq. Ft.		
2	Asphalt paving, installed 8" base, 1 1/2" wear surface including sub grade removal, stabilization and site preparation.	5000	Sq. Ft.		
3	Asphalt paving, installed 12" base, 1 1/2" wear surface including sub grade removal, stabilization and site preparation.	1100	Sq. Ft.		
4	Asphalt sidewalk 6 ft. to 8 ft. wide installed, with 6" base 1" wear surface including sub grade removal, stabilization, site preparation and application of a pre-emergence non-select herbicide.	10000	Sq. Ft.		
5	Asphalt resurfacing, 1" overlay.	11000	Sq. Ft.		
6	Leveling course, installed; type S1 or S2 asphalt.	100	Per Ton		
7	Asphalt speed bumps.	110	Per L/Ft.		
8	Asphalt and base removal including loading, transportation and disposal off M-DCPS premises.	27500	Sq. Ft.		
9	Asphalt seal coat.	11000	Sq. Yd.		
10	Provide and install new wheel stop car type concrete. Price to include layout cost.	275	Each		
11	Provide and install new wheel stop bus type concrete. Price to include layout cost.	165	Each		
12	Painted lines on surface 4" wide, regardless of color. Price to include layout cost.	11000	Per L/Ft.		
13	Painted lines on surface wider than 4", regardless of color. Price to include layout cost.	1000	Sq. Ft.		
14	Painted numbers or letters on surface 6", regardless of color. Price to include layout cost.	500	Each		
15	Painted arrows (straight) on surface, regardless of color, per local building code. Price to include layout cost.	55	Each		
16	Painted arrows (curved) on surface, regardless of color, per local building code. Price to include layout cost.	55	Each		
17	Painted handicapped symbol, regardless of color, per local building codes. Price to include layout cost.	55	Each		

The School Board of Miami-Dade County, Florida  
047-CC10  
Asphalt Paving, Resurfacing and Drainage

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid #047-CC10
Title: Asphalt Paving, Resurfacing and Drainage
Buyer: B. Jones

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL#
18	"Stop" sign, installed with street sign post assembly. Standard Detail R 18.1 Public Works Manual.	10	Each		
19	"Do Not Enter" sign, installed with street sign post assembly. Standard Detail R 18.1 Public Works Manual.	10	Each		
20	"Right or Left Turn Only" sign, installed with street sign post assembly. Standard Detail R 18.1 Public Works Manual.	5	Each		
21	"Disabled Parking Only" sign, installed with street sign post assembly. Standard Detail R 18.1 Public Works Manual.	55	Each		
22	"No Parking" sign, installed with street sign post assembly. Standard Detail R 18.1 Public Works Manual.	10	Each		
23	Catch basin, type "J", Standard Detail S. D. 2.6 Public Works Manual Part 1 installed with riser, frame and grate. U.S. Foundry drawing 4105, Standard Detail drawing S.D.2.3 Public Works Manual, Part 1.	10	Each		
	The following may be substituted for U.S. foundry 4105. U.S. foundry round grate #5640, #3100, or #5645 with corresponding frame.				
24	Add on price for each additional foot for a type "J" drainage structure deeper than 6 ft.	10	Per Ft.		
25	Catch basin, swell inlet Standard Detail S.D.3.1, Public Works Manual Part 1, with riser and frame and grate, U.S. Foundry drawing #4105, Standard Detail drawing S.D.2.3 Public Works Manual, Part 1.  The following may be substituted for U.S. Foundry casting 4105. U.S. foundry round grate #5640, #3100, or #5645 with corresponding frame.	5	Each		
26	Catch basin, Standard Detail S.D.2.1 Public Works Manual Part 1, installed with riser, frame and grate; U.S. Foundry casting #4105, Standard Detail drawing S.D.2.3 Public Works Manual, Part 1.  The following may be substituted for U.S. foundry casting #4105. U.S. Foundry round grate #5640, #3100, or #5645 with corresponding frame.	11	Each		
27	Storm sewer manhole 4 ft. inside diameter installed with riser frame and manhole cover "(Traffic Bearing)".	2	Each		
28	Grease and oil separator for 15" diameter drainage pipe; installed inside of drainage structure. Standard Detail #S.D.2.9 Public Works Manual or equivalent approved by Derm.	11	Each		
29	Grease and oil separator for 18" diameter drainage pipe; installed inside of drainage structure, Standard Detail #S.D.2.9 Public Works Manual or equivalent approved by Derm.	2	Each		

The School Board of Miami-Dade County, Florida  
047-CC10  
Asphalt Paving, Resurfacing and Drainage

**BID PROPOSAL FORM (FORMAT B)**

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Bid #047-CC10
Title: Asphalt Paving, Resurfacing and Drainage
Buyer: B. Jones

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL#
30	Grease and oil separator for 24" diameter drainage pipe; installed inside of drainage structure, Standard Detail drain #S.D.2.9 Public Works Manual or equivalent approved by Derm.	2	Each		
31	Connection of new drainage pipe to existing drainage structure pipe, 6" to 12" diameter.	6	Each		
32	Connection of new drainage pipe to existing drainage structure pipe, 13" to 24" diameter.	6	Each		
33	Rim elevation adjustment, plus or minus 6" to existing frame and grate or manhole cover.	10	Each		
34	Removal and disposal off M-DCPS premises of existing drainage structure, manhole or catch basin 0-3' inside diameter.	3	Each		
35	Removal and disposal off M-DCPS premises of existing drainage structure; manhole or catch basin greater than 3' inside diameter.	3	Each		
36	Clean Catch Basin.	28	Each		
37	Clean French Drain.	110	Per L/Ft.		
38	French drain installed 15" exfiltration trench. Standard Detail S.D.1.1 Public Works Manual.	550	Per L/Ft.		
39	French drain installed 24" exfiltration trench. Standard Detail S.D.1.1 Public Works Manual.	50	Per L/Ft.		
40	Crush lime rock fill, delivered, spread and compacted to a density of 95%. Maximum aggregate size 2 1/2", 70% carbonates. Minimum 1 ton to 500 tons per site.	3000	Per Ton		
41	Crush lime rock fill, delivered, spread and compacted to a density of 95%. Maximum aggregate size 2 1/2", 70% carbonates. Over 500 tons per site.	3000	Per Ton		
42	Remove concrete sidewalk or slab 4". Price to include, clearing, grubbing, stabilization, compaction of subgrade, hauling and disposal of debris and excess material off M-DCPS premises.	2200	Sq. Ft.		
43	Remove concrete sidewalk or slab 6". Price to include, clearing, grubbing, stabilization, compaction of subgrade, hauling and disposal of debris and excess material off M-DCPS premises.	2200	Sq. Ft.		
44	Construct concrete sidewalk or slab 4". Standard Detail R 13.1 or equal Public Works Manual. Price to include clearing, grubbing, stabilization and compaction of subgrade.	1100	Sq. Ft.		

The School Board of Miami-Dade County, Florida  
047-CC10  
Asphalt Paving, Resurfacing and Drainage

**BID PROPOSAL FORM (FORMAT B)**

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Bid #047-CC10
Title: Asphalt Paving, Resurfacing and Drainage
Buyer: B. Jones

**PLEASE COMPLETE ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL#
45	Concrete sidewalk or slab 6", removal and disposal off site. Price to include clearing, grubbing, stabilization and compaction of subgrade.	500	Sq. Ft.		
46	Construct concrete sidewalk or slab 6" with roadmesh. Standard Detail R 13.1 Public Works Manual or equal. Price to include clearing, grubbing, stabilization and compaction of subgrade.	1100	Sq. Ft.		
47	Continuous concrete curb 6" installed, type "D". Standard Detail R 14.2 Public Works Manual. Price to include clearing, grubbing, stabilization and compaction of subgrade.	250	Per L/Ft.		
48	Driveway Curb: Installed, Standard Detail R 14.1 Public Works Manual. Price to include clearing, grubbing, stabilization and compaction of subgrade.	100	Per L/Ft.		
49	Type "F" curb and gutter, installed, Standard Detail R 14.1 Public Works Manual. Price to include transition and/or curb ending; Standard Detail 14.4 Public Works Manual. Price shall also include clearing, grubbing, stabilization and compaction of subgrade.	100	Per L/Ft.		
50	Concrete driveway installed; Standard Detail R 12.6 Public Works Manual. Price to include the construction of the slopes and the curb transition. Price shall also include clearing, grubbing, stabilization and compaction of subgrade.	550	Sq. Ft.		
51	Concrete, pedestrian and/or handicapped ramp installed. Standard Detail R 13.3. Public Works Manual. Price to include curb, gutter and sidewalk transition. Maximum allowable slope 1 in 12. Standard Detail R14.4, Public Works Manual. Price shall also include clearing, grubbing, stabilization and compaction of subgrade.	1000	Sq. Ft.		
52	24" valley gutter; installed; Standard Detail R 14.6 Public Works Manual. Price to include clearing, grubbing, stabilization and compaction of subgrade.	100	Per L/Ft.		
53	Site clearing, grubbing and leveling - heavy overgrowth.	55000	Sq. Ft.		
54	Site clearing, grubbing and leveling - medium overgrowth.	110000	Sq. Ft.		
55	Site clearing, grubbing and leveling - light overgrowth.	165000	Sq. Ft.		
56	Culvert pipe 15" diameter installed, aluminum corrugated metal pipe. Price to include site restoration cost.	275	Per L/Ft.		
57	Culvert pipe 24" diameter installed, aluminum corrugated metal pipe. Price to include site restoration cost.	55	Per L/Ft.		

The School Board of Miami-Dade County, Florida  
047-CC10  
Asphalt Paving, Resurfacing and Drainage

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the  
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Bid #047-CC10

Title: Asphalt Paving, Resurfacing and Drainage

Buyer: B. Jones

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL#
58	Culvert pipe 15" diameter installed, HDPE. Price to include site restoration cost.	200	Per L/Ft.		
59	Culvert pipe 24" diameter installed, HDPE. Price to include site restoration cost.	50	Per L/Ft.		
60	6" PVC sewer pipe with fitting, installed conforming to ASTM D 3034 for SDR 35 with bell and spigot type joints. Price to include site restoration cost.	100	Per L/Ft.		
61	8" PVC sewer pipe with fitting, installed conforming to ASTM D 3034 for SDR 35 with bell and spigot type joints. Price to include site restoration cost.	60	Per L/Ft.		
62	10" PVC sewer pipe with fitting installed conforming to ASTM D 3034 for SDR 35 with bell and spigot type joints. Price to include site restoration cost.	60	Per L/Ft.		
63	80/20 top soil mix. Provide and install to a finished grade per M-DCPS Master Specifications, compacted to 85% relative density. 1 to 500 CU/YDS per site. Price shall also include clearing, grubbing, stabilization, and compaction of subgrade.	500	Per CU/YD.		
64	Sod, Floretam, delivered and installed.	50000	Per Sq. Ft.		
65	80/20 top soil mix. Provide and install to a finished grade M-DCPS Master Specifications, compacted to 85% relative density. Over 500 CU/YDS per site.	501	Per CU/YD.		
66	Selected fill material, provide and install to a rough grade; compacted to a 90% density. Conforming to ASTM D2487 soil classification "GW", "GP", "SW" and "SP". 1 to 500 tons per site.  Price shall also include clearing, grubbing, stabilization and compaction of the subgrade.	275	Per Ton		
67	Selected fill material, provide and install to a rough grade; compacted to a 90% density. Conforming to ASTM D2487 soil classification "GW", "GP", "SW" and "SP". Over 500 tons per site.  Price shall also include clearing, grubbing, stabilization and compaction of the subgrade.	550	Per Ton		
68	Excavation and disposal of excess fill material not categorized by any other unit of measure.	550	Per CU/YD.		
69	Provide and install hard court surface coating, per M-DCPS Master Specifications Section 02545; Plexipave, or equivalent. Installed per manufacturer's specifications, to include required filler coats and final coats.	1100	Sq. Yd.		

The School Board of Miami-Dade County, Florida  
047-CC10  
Asphalt Paving, Resurfacing and Drainage

**BID PROPOSAL FORM (FORMAT B)**

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Bid #047-CC10
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**PLEASE COMPLETE  
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NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL#
70	"Authorized Vehicles Only" sign installed with street sign post assembly. Standard Detail R 18.1 Public Works Manual.	11	Each		
71	Provide & install street sign post only assembly. Standard Detail R 18.1 Public Works Manual.	11	Each		
72	Provide all labor and equipment necessary to saw cut concrete structure and/or slab 4" thick. Structural steel may be present and shall be included in the price.	110	Per L/Ft.		
73	Provide all labor and equipment necessary to saw cut concrete structure and/or slab 6" thick. Structural steel may be present and shall be included in the price.	110	Per L/Ft.		
74	Provide all labor and equipment necessary to saw cut concrete structure and/or slab 8" thick. Structural steel may be present and shall be included in the price.	110	Per L/Ft.		
75	Soil field density test for moisture content and density per ASTM D1556-64. Minimum 3 tests per visit.	3	Per Visit		
76	Concrete strength test as per ACI301 and Chapter 16. For cylinder slump test.	1	Unit Each		
77	Surveying service Florida registered (PLS) survey with all instruments, materials and personnel. Cost per hour shall include mobilization.	20	Hr		
78	Thermo plastic painted lines on surface 2" wide, regardless of color. To include layout cost.	100	Per L/Ft.		
79	Thermo plastic painted lines on surface 4" wide, regardless of color. To include layout cost.	100	Per L/Ft.		
80	Thermo plastic painted lines on surface 6" wide, regardless of color. To include layout cost.	200	Per L/Ft.		
81	Catch basin, Type "P", Standard Detail S. D. 2.6 Public Works Manual Part 1. Installed with riser, frame and grate. U.S. Foundry casting 4105, Standard Detail S.D.2.3 Public Works Manual, Part 1.	40	Each		
	The following may be substituted for U.S. Foundry casting 4105. U.S. Foundry round grate #5640, #3100, or #5645 with corresponding frame.				
82	Add on price for each additional foot of a type "P" drainage structure deeper than 8 feet.	28	Per ft		
83	Cost for Proctor	5	Each		
84	Mobilization charge for projects less than \$1,500.	5	COST PER MOBILIZATION		



The School Board of Miami-Dade County, Florida  
047-CC10  
Asphalt Paving, Resurfacing and Drainage

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid #047-CC10
Title: Asphalt Paving, Resurfacing and Drainage
Buyer: B. Jones

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL#
<b>FOR INFORMATION PURPOSES ONLY</b>					
	Items 85 through 94 shall be for rental equipment with operator. Incidental to the performance of work not categorized by any unit of measure.				
85	Excavator, Cat Model 325, or equivalent.  Minimum usage hours_____		Per Hr.		
86	Vibratory Roller Dynapack CA25, or equivalent.  Minimum usage hours_____		Per Hr.		
87	Grader; Huber model 850B or equal.  Minimum usage hours_____		Per Hr.		
88	Grader; Caterpillar 120G or equal.  Minimum usage hours_____		Per Hr.		
89	Loader: 2 1/2 CU/YD capacity same.  Minimum usage hours_____		Per Hr.		
90	Bulldozer Case model 450 or equal.  Minimum usage hours_____		Per Hr.		
91	Backhoe combination, Case model 580 or equal.  Minimum usage hours_____		Per Hr.		
92	18 CU/YD capacity dump truck.  Minimum usage hours_____		Per Hr.		
93	Skid-steer loader New Holland MO. 750 or equal.  Minimum usage # of hours_____		Per Hr.		
94	Add on price per hour for any backhoe attachment for the skid steer loader.		Per Hr.		

**BID NO. 047-CC10**  
**MIAMI-DADE COUNTY PUBLIC SCHOOLS**  
**ASPHALT PAVING, RESURFACING AND DRAINAGE**  
**SUPPLY AND INSTALL**  
**SPECIFICATIONS**

**PART 1 GENERAL**

**1.00 SPECIAL CONDITIONS**

**1.01 SCOPE OF WORK:**

**A. Purpose:**

The purpose and intent of this bid is to establish a term contract for the supply, installation, repair and/or modification of asphalt paving and drainage, as needed, for Miami-Dade County Public Schools (M-DCPS) facilities.

**B. Related work specified in other sections:**

1. Instructions to bidders
2. Line item specifications
3. School Board Rule 6Gx13-4-1.05
4. Master Specification Guidelines Sections:
  - a. 02072 - Removal
  - b. 02200 - Earthwork
  - c. 02221 - Excavating, backfilling and compaction for utilities.
  - d. 02511 - Asphaltic Concrete Paving
  - e. 02513 - Portland Cement
  - f. 02529 - Concrete Paving, Concrete Sidewalk, Straight Curbs, Curbs, Gutters, and Wheel Stops
  - g. 02545 - Hard Court/Running Track Construction
  - h. 02735 - Waste Water Drainage System
  - i. 02840 - Signage
  - j. 02935 - Sodding
  - k. 03300 - Cast-in-place concrete
  - l. 03301 - Cast-in-place concrete (Small projects)
  - m. 03320 - Concrete topping
  - n. 07190 - Vapor/Radon barrier
  - o. 07900 - Joint Sealers

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

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

## **1.02 REFERENCES:**

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

- A. Florida Building Code (FBC)
- B. M-DCPS Master Specifications
- C. American Society of State Highway Transportation Officials Standards:
  - 1. T-180 Moisture Density Relations of Soils Using a 10 Pound Rammer and 18 Inch Drop.
  - 2. T-181 In-Place Density of Compacted Base Course Containing Large Sizes of Coarse Aggregates.
- D. American Concrete Institute (ACI): Comply with Chapter 1 and Chapter 2 of ACI 301 and supplemental requirements as follows: Cement - Type I or III of ASTM C150.
- E. Miami-Dade County Public Works Design Manual and Standards, latest edition.
- F. Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation, Federal Highway Administration, latest edition.
- G. Miami-Dade County Highway Department, Signalization and Traffic Section, latest edition.
- H. American Society for Testing and Materials (ASTM) Standards:
  - 1. D2487 - Classification of Soils for Engineering Purposes.
  - 2. D698 - Moisture Density Relationships of Soils.
  - 3. D2922 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods.
  - 4. D1556 - Standard Methods of Test for Density of Soil in Place by Sand Cone Method.
  - 5. D1557 - Methods of Test for Moisture-Density Relations of Soils using a 10 Pound Hammer and 18 Inch Drop.

## **1.03 DEFINITIONS:**

- A. Owner:

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

- B. M-DCPS authorized representative:

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

C. Inspector:

Shall mean an authorized representative of Maintenance Operations.

D. Vendor:

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

E. Performance:

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

F. Acceptance:

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

G. Punch List:

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

H. Emergency:

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

I. Written Notice:

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

**1.04 JOB CONDITIONS:**

A. General:

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

**B. Site inspection:**

Prospective vendors are encouraged to make inspections of typical school sites to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The M-DCPS authorized representative shall be available to answer questions regarding normal work load, average job size and special conditions. Failure to consider problems, safety considerations or other conditions unique to this school system shall not entitle the awarded vendor to additional compensation after bid award.

**C. Emergency response:**

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

**D. Emergency proposal:**

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

**E. Standard proposal:**

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

**F. Termination and remedy:**

1. M-DCPS reserves the right to terminate, without cause, any work awarded under this contract, or to cancel this contract in its entirety, upon 30 days written notice to the vendor.
2. In the event that the vendor fails to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, M-DCPS shall issue a written notice to the vendor, listing such

deficiencies, and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being deducted from the contract price. Exercise of this provision does not preclude termination of the contract.

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

**G. Interference:**

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

**H. Working Day**

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

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

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

**J. Warranty:**

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

**K. Performance period:**

Individual purchase orders issued under this contract will have specific work performance time lines and completion dates. These time frames will be mutually agreeable and will be strictly adhered to. Failure on the part of the vendor to

complete these individual projects within the established performance period may result in termination of this contract.

**L. Inspection and Punchlist:**

1. The M-DCPS authorized representative will monitor the vendor using quality assurance procedures established in the work order. However, M-DCPS reserves the right to use other methods to assure compliance with all terms and conditions of the contract. In no event shall M-DCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections. Vendor shall give two working days notice prior to any inspection request. If the work is not complete when the inspection occurs, the vendor may be held liable for the cost of the inspection.

2. **Progress Inspection:**

At any time during the execution of projects performed under this contract, the M-DCPS authorized representative may, without notice to the vendor, inspect the work 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.

3. **Final Inspection:**

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

**1.05 VENDOR QUALIFICATIONS AND REQUIREMENTS:**

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidder must be qualified and properly licensed to perform the scope of the work described herein. Bidders must possess a valid occupational license issued by Miami-Dade County.
- B. Vendor shall submit with its bid a minimum of three letters of reference of similar work performed within the South Florida area within the last three years.

- C. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- D. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- E. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board rule 6GX13-4-1.05. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.
- F. Vendor shall insure that all of its personnel engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of its employees' qualifications.
- G. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- H. The vendor's employees, subcontractors and its employees, and any other personnel, including materialmen engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.
- I. At time of bidding, the vendor shall provide a properly executed Certificate of Compliance with the Trench Safety Act.

#### **1.06 DELAYS AND EXTENSIONS OF TIME:**

- A. Completion within the established time frame for each individual project is very important. If the vendor is unable to adhere to the established schedule, a Request for Time Extension shall be submitted to the M-DCPS authorized representative, stating the reasons for the request and the amount of time the project is being requested to be extended. The M-DCPS authorized representative will evaluate the request to determine if the reasons for the request are due to circumstances beyond the vendor's control, and, if such is the determination, will also decide, and adjust if



necessary, the length of the time extension to be granted. Approval of extensions will not be automatic.

- B. Should any project fall behind schedule as established pursuant to Section 1.04, (M), the M-DCPS authorized representative may direct the vendor to accelerate the remaining work in order to bring the project into compliance with the schedule.
- C. If the vendor is unable to bring the project into compliance with the approved schedule, the M-DCPS may implement the provisions of Section 1.04 (F), TERMINATION AND REMEDY of this contract.

#### **1.07 PERMITS, LICENSES AND FEES:**

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

#### **1.08 COORDINATION:**

- A. Construction Activities:
  - 1. Upon arrival and departure at the job site, the vendor's personnel shall check in and out with the main office. The vendor shall also coordinate construction activities, including materials delivery as well as trash and/or scrap materials removal, with schools' administrative offices in order to minimize disruption of the educational process.
  - 2. The vendor is responsible for receiving all deliveries and must establish work schedule accordingly.

#### **1.09 EXECUTION:**

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

#### **1.10 NON-EXCLUSIVITY:**

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

#### **1.11 INVOICING:**

- A. The invoice document shall contain, as a minimum, the following information:
  - 1. M-DCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
  - 2. Unit line items of work performed with quantities, descriptions, unit prices and extension totals per line item.
  - 3. Items of work performed which are Not in Contract, showing quantities, descriptions, unit prices and extension totals per item.
  - 4. Start and completion time and date(s) of work performed.
  - 5. Work location where services were provided.
  - 6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
  - 7. Final release of claim from the vendor.
- B. Payment will only be made for actual installed materials and work performed, which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.
- C. Invoices shall be mailed or delivered to the appropriate M-DCPS authorized representative as identified on the purchase order.

#### **1.12 PROTECTION AND CLEANUP:**

- A. The vendor shall take all necessary steps to provide a safe work environment for the occupants of the school and the general public in and around the work area and while the work is being performed. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract.

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