COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.



School Board Administration Building 1450 Northeast Second Avenue Miami, Florida 33132 Direct all Inquiries to the Bureau of Procurement and Materials Management.

BUYER NAMED:

L. Leasburg-Kramer

PHONE: (305) 995-2305

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO	. 049-CC01	BID TITLE C	ABINETRY AND	INCIDENTAL I	MILLWORK	ζ		
BIDS V	VILL BE ACCEPTED UN	iTIL	2:00 P.M.	ON	April 2	29, 2003	IN ROOM 351,	
SCHO	OL BOARD ADMINIST	RATION BU	ILDING, 1450 NE	2ND AVENUE, M	IAMI, FL. 3:	3132, AT WHICH TIM	E THEY WILL BE	
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO								
BIDDERS, para.iV.B.)								
THE C	UBMISSION OF THE	ein ev Tu r	WENDOR ACCE	DTANCE AND	WADD OF	THE DIN DV THE C	CHOOL BOARD OF	
	-DADE COUNTY, FLO		-					
	FITUTE A BINDING, EN	,					ID DOCUMENTS, NO	
	CONTRACT DOCUME						, , , , , , , , , , , , , , , , , , ,	
1. 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.							
₿.	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.							
M.	PERFORMANCE SEC	URITY, Refe	to INSTRUCTION	IS TO BIDDERS,	para I.A.1., a	and VI., and check (x)	below:	
	WHEN PERFORMANC	E SECURITY	IS REQUIRED I WI	LL FURNISH A:				
	Performance Bond			Check (Cashi	er's, Certifie	d, or Equal)		
			PLEASE TYPE	OR PRINT BELO	<u>w</u>	. ==		
	LEON N	AA400 00 1 (00 1)	DOD					
		LEGAL NAME OF VENDOR:						
	₩//	MAILING ADDRESS :						
	CITY, STATE, ZIP CODE : FAX # FAX #							
	BY: SIGNATURE (ORIGINAL) : OF AUTHORIZED REPRESENTATIVE					DATE		
	OF AUTHORIZED R	NAME (TY) REPRESENTA				TITLE		
L			·····				FM-3191 Rev. (02-99)	

INSTRUCTIONS TO BIDDERS

L PREPARING OF BIOS

- 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. BEDDER 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 BODERS define conditions of the bid.
- ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by glving precedence in the following order:
 - A. Specifications
 - B. Special Conditions
 - C. Instructions To Bidders
- 2. FOR MAVBE designated bids. The SPECIAL CONDITIONS-Minority/Momen owned and controlled Business Paticipation Statement and the MAVBE Cetification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miarmi-Dade Courty Public Schools. Failure to submit the completed application with the bid will be considered non responsive.
- C. BID PROPOSAL FORM defines requirement of tems to be purchased, and must be completed and submitted as page 2 and subsequent pages, i 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 merchandse 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 term. Also, refer to paragraph IX: Packaging.
- 2. PROTEST OF SPECIFICATIONS. Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and 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 § § 120.569 and 120.57, Ra., Stat., by filing a formal written protest pursuant to § § 120.569 and 120.57, Ra., Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Failure to file a timely notice of protest or failure to file a timely nomal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.
- 3. PRICES. Prices are requested in units of quartity 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 tangitale 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.

E. SUBMITTING OF BIDS

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

- B. ERASURES OR CORRECTIONS. When fliing 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 includual terms 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)(4) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity clime 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, ether 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 and Materials Testing.

II. 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 Edder 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;
- A review of a valid protest filed by a kidder as may be determined by the administrative staff; and
- Proposed amendments to the solicitation would be of such magnitude that a newsolicitation is desirable.
- **B.** When a solicitation is canceled prior to opening, notice of cancelation shall be sent to all businesses solicited, via facsimile ormali and bids or proposals returned to the vendor unopened.
- C. The notice of cancellation shall:
 - Identify the solicitation;
 - 2. Briefly explain the reason for cancellation; and
- 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.

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, Division of Procurement Management and Materials Testing, 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.
- 8. 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 Eld 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 quartity, or \$10, whichever amount is larger, or
- 2. Lose eligibility to transact new business with the Board for a period of 14 morths 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 rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an atemate bid is accepted, on such terms as are specified for the a terrate bid, whichever manner is in the best interest of the Board.
- B. AVARD 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 t 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 bidden 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 fle letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merts of the protest. If the bidder is not satisfied with the response to the protest, heishe may invoke the provisions of § § 120.569 and 120.57, Fla Stat. Petitions for hearings on protests pursuant to § § 120.569 and 120.57 , Fla. Stat., must be filled in accordance with School Board Rule 6Gx13-8C-1.064. Protests fied later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. 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.
- PURCHASE ORDERS. Purchase orders mailed to successful bidders are the dficial 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 bidderfails to deliver the materials in accordance with the terms and conditions of the kid 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 awardees 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 who 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. @wards.Greater.than.\$500.000

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

Contract Amount

Minimum Rating by AM. Best

\$ 500,000.01 to \$2,500,000 \$2,500,000.01 to \$5,000,000 None

B + or NA-3

No Minimum Class A-Class IV

\$5,000,000.01 to \$10,000,000 \$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 \$300,000 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 individua(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 ament amount
- D. RELEASE OF PERFORMANCE SECURITY. Return to the Amardee 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.

VIL 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 larger, 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 Inlaterials Testing and Evaluation, a signed receipt admowledging 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 kidder 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:

MIAM-DADE COUNTY PUBLIC SCHOOLS
MATERIALS 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 kidders should contact the buyer, prior to the recommendation for award, to determine whether the tem(s) submitted complies with the specifications requirements. If the tem(s) does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.
- VII. 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 aising out of the Board's failure to approve requests for substitutions.

DX. 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 funish packaging as specified. All packaging, surapping 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 transt.
- B. CONTAINER EXENTIFICATION. 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. VENDORS 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 rebid 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 tem bid and/or its packaging contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XI. ENVIRONMENTAL PRODUCTS.

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

XIIL DELIVERY AND BILLING

- A DELIMERY. Saturdays, Sundays, and holidays excepted, deliveres 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. RECEBBIG INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected tems 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 Schoots, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder:

XIV. NO GRATUITY POLICY.

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

XV. COMPLIANCE WITH FEDERAL REGULATIONS

A All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the kid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarrent, 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.

XVI. DISCRIMINATION

An entity or affliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consularnt under contract with any public entity, and may not transact business with any public entity.

ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

L PREPARING OF BIDS

A BIDDERS RESPONSIBILITY. Each bidder shall carefully examine the Instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

IL AWARDS

A BASIS FOR AWARDS. The awards of all items on this kid will made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D.F. Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida.HTRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approvel.

B. AWARD OF FOREIGN PRODUCTS. Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be webted to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the hid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

- III. NEW FOOD ITEMS/BRANDS. Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c.to Planning and Production Coordinator, 7042 West Flagler Street, Mami, Fl 33144, Telephone: (305) 995-3230.
- IV. USAGE REPORTS. The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the terth day of the following month. This report shall be directed to: The Department of Food and Nutrition c.o Planning and Production Coordinator, 7042 West Flager Street, Manri, FL 33144.
- V. INSURCANCE REQUIREMENTS. Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.
- VI. USDA CERTIFICATION DOCUMENT. Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.
- VI. NUTRIENT DATA SUBMISSION FORM. Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

VIL DELIVERY AND BILLING

- A DELINERY. 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. DELIVERED PRODUCTS. All products delivered shall be identicat to the samples submitted for evaluation, and as awarded to successful vendors.

- C. UNAUTHORIZED DELIVERIES. The successful vendor(s) will not be authorized to sell and/or deliver any item not issed in this bid. Unauthorized deliveries may result in non-payment of invoices.
- D. SUBCONTRACTING DIE.NERY. The successful vendor(s) may not be permitted to subcortract for the delivery of any item listed in the awards(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) [awardees].

THE BOARD MAY REJECT ANY BIO FOR FAILURE BY THE SIDDER TO COMPLY UITH ANY REDUIREMENTSTATED ABOVE, INTHE BIO PROPOSAL FORM OR INATTACHMENTS THERETO UNICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMIDIADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

Revised February 2001

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A) FLORIDA

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID		BUYER	PAGE				
	049-CC01	Linda Leasburg-Kramer		SC 1			
TITLE				,			
		Cabinetry and Incidental Millwork					

SPECIAL CONDITIONS

- 1. **PURPOSE**: The purpose of this bid is to establish a contract with qualified vendors to furnish all labor, supervision, equipment and materials necessary to perform work as defined in the attached specifications at various Miami-Dade County Public Schools facilities
- 2. **TERM**: The term of the bid shall be for two (2) years from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for two (2) additional one year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through the Bureau of Procurement and Materials Management, may if considering to renew, request a letter of intent to renew from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon by the Board. The successful vendor(s) agrees to this condition by signing it's bid.
- 3. **QUOTATIONS:** Quotations may be required for various projects as defined in the attached specifications. All awarded vendors will be requested to submit quotations as the need arises.
- 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), before 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. 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.
- 6. **VENDOR INFORMATION SHEET:** All bidders are encouraged to complete the attached Vendor Information Sheet. In order to conduct business under this contract, MDCPS requires that the successful 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 to be awarded any new business. Vendor applications may be downloaded at http://procurement.dadeschools.net
- 7. **ESTIMATED QUANTITIES:** No guarantee is expressed or implied, as to the amount of projects that will be awarded during the contract period. The School Board of Miami-Dade County, Florida is not obligated to utilize these services,

BID PROPOSAL FORM (FORMAT A) FLORIDA		TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY			
BID		BUYER	PAGE		
	049-CC01	Linda Leasburg-Kramer		SC 2	
TITLE					

Cabinetry and Incidental Millwork

MIAMLDADE COUNTY PURILC SCHOOLS

subsequent to the award of this bid.

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

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

The School Board of Miami-Dade County, Florida Bid # 049-CC01 Cabinetry and Incidental Millwork

Vendor Qualification Requirements

- Vendor must supply a minimum of three (3) letters of reference (with contact person and phone number included) dated within the last 36 months. Each letter must be from a different company or person.
- Vendor must include documentation of at least five (5) years of experience in cabinetry and millwork.
- Vendor must be qualified and properly licensed to perform the scope of the work described herein. Vendor must possess a valid occupational license and a certificate of competency issued by Miami-Dade County, Florida and a valid State of Florida license.
- Vendor must provide to the Board current insurance as required by the Special Conditions.
- Vendor submitting a bid must have a current vendor number issued by Miami-Dade Country Public Schools. Vendor applications may be downloaded from the following web site: http://procurement.dadeschools.net
- Vendor may contact Ms. Mary Martin at (305) 995-4074 for any additional information required for submitting a bid.

FORM6-1/98

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 #049-CC01

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. If the Vendor is not the installer of the equipment in question, then the Vendor must obtain evidence of the coverages referenced below from the Installer and submit evidence of such to the Office of Risk and Benefits Management. Failure to submit a fully completed 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.
- 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

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

manuals, which most nearly reflect the operations of the Vendor.

(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 and/or inquiries regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

The School Board of Miami-Dade County, Florida Bid #049-CC01 Cabinetry and Incidental Millwork

BID PROPOSAL FORM (FORMAT B) PLEASE COMPLETE Type or print in this box the ALL SHADED AREAS complete name of the bidder: 049-CC01 NAME OF BIDDER: Title: Cabinetry and Incidental Millwork Buyer: L. Leasburg-Kramer ITEM MANUFACTURER & MODEL NUMBER **DESCRIPTION OF ITEM** VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR_ Vendor shall provide the following information. Contact Name: This information shall be used to develop a pool of capable vendors for performing the work as described herein. Phone Number: Fax Number: Email Address: Number of Employees: Subcontractors: Occupational License Effective Date and Number: Certificate of Competency Effective Date and Number: State License Number:

PART 1 PURPOSE

1. PURPOSE:

The purpose of this bid is to set forth specifications with prequalified vendors to perform the work described herein. Additional vendors may be prequalified at any time during the term of this bid, as approved by the Board.

1.01 SUMMARY:

A. Purpose

The purpose of this bid is to establish a contract with pre-qualified to vendors to furnish all, labor, supervision, equipment and materials necessary to perform cabinetry and millwork as needed at Miami-Dade County Public Schools (MDCPS). Projects may include, but not be limited to, the design, fabrication, repair and/or installation of millwork throughout the District. All associated and incidental work such as demolition, applying laminated surfaces, or painting if required will be made part of the individual scope of work for each project.

B. Work Day

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

C. Site Inspection

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

D. Review of MDCPS-provided Drawings/Design

On projects where the vendor is provided with designs or drawings, the vendor shall be responsible to review the documents and become familiar with the scope and nature of the work. Questions related to the constructability of the project shall be directed to the M-DCPS Authorized Representative prior to submittal of a quote. Failure to seek clarification on M-DCPS provided designs or drawings shall not entitle the vendor to additional compensation after a purchase order is issued.

E. Emergency Response

When an emergency is deemed to exist by the MDCPS authorized representative, the vendor shall be required to respond on a verbal notice to proceed issued by the Procurement and Materials Management or the MDCPS authorized representative. This response must result in the arrival of a work crew at the affected site or otherwise commencement of cabinetry/millwork fabrication within twenty-four (24) hours of such notification. Failure to respond in a timely manner to emergency requests may result in MDCPS effecting remedial action in any manner deemed to be in the interest of the District and back charging the vendor all associated costs.

F. Inspection and Punch list:

1. The MDCPS authorized representative will monitor the vendor using appropriate quality assurance procedures, and in no event shall MDCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections and shall give two working days notice prior to the requested inspection date. If the work is not complete when the inspection occurs, the vendor may be held liable for the cost of the inspection.

2. Progress Inspection:

At any time during the execution of projects performed under this contract, the MDCPS authorized representative may, without notice to the vendor, inspect the work for quality of materials and/or installation. The vendor shall correct deficiencies noted within a time certain as established by the MDCPS authorized representative.

3. Final Inspection:

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

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidders must be qualified and properly licensed to perform the scope of the work described herein. Bidders must possess a valid occupational license issued by Miami-Dade County.
- B. Prior to award of this contract, the vendor shall provide a minimum of three letters of reference of similar work performed within the South Florida area, and shall include documentation of at least five years experience in cabinetry and millwork.
- 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 MDCPS premises as outlined in Board rule 6GX13-4-1.05. A fine of \$500.00 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 employees name, the employers name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on MDCPS property.
- H. The vendor's employees, subcontractors and its employees, and any other personnel including material men engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of MDCPS. 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 MDCPS performed under this term bid.

1.03 REFERENCES

- A. Florida Building Code (FBC) Latest Edition
- B. Occupational Safety and Health Act (OSHA)
- C. MDCPS Master Specifications Guidelines
 - 1. Section 06100, Carpentry.
 - 2. Section 06300, Wood Treatment.
 - 3. Section 06400, Architectural Woodwork.
 - 4. Section 07210, Building Insulation.
 - 5. Section 10100, Chalkboards / Markerboards / Tackboards and Bulletin Boards.
 - 6. Section 08210, Wood Doors.
 - 7. Section 08710, Finish Hardware.

Note: These Master Specifications may be assessed on the Internet at http://facil.dade.k12.fl.us/facplan/master2001.htm

D. Americans with Disabilities Act of 1990

1.04 DEFINITIONS

A. Owner

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

B. Site Representative

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

C. MDCPS 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.

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

E. <u>Performance</u>

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 MDCPS 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. <u>Emergency</u>

Shall be determined by the MDCPS authorized representative requiring a response from the vendor within twenty-four (24) hours.

I. Written Notice

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

J. <u>Project</u>

Shall mean a specified 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 proposal as described in Paragraph 2.00 (B) for each project.
- B. When applicable to the project, prior to issuance of a Notice to Commence and commencement of work, the vendor shall submit manufacturers' specifications and Manufacturers Safety Data Sheets (MSDS) for all chemical products to be used.

1.06 PROJECT CONDITIONS

Project conditions will be identified individually. A unique written scope of work shall be provided for each project.

1.07 PERMITS

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.

1.08 PRODUCTS

Vendor shall only use approved materials and products as listed in the MDCPS Master Specifications Guidelines. Equivalent products or materials shall only be permitted upon written approval of the MDCPS authorized representative.

PART 2 EXECUTION

2.00 PROJECT SITE SCOPE MEETING

- A. As required in writing via facsimile, letter or other document, all pre-qualified vendors shall meet with the MDPCS authorized representative at the project site and receive a written scope of work. Unless otherwise specified, the vendors shall be required to participate in this site scope meeting within two working days of notification.
- B. The vendors shall, within five working days of design document receipt or the Project Scope Meeting submit a detailed proposal to the Division of Procurement. This proposal shall contain at minimum, a list of materials, equipment, labor hours and Subcontractors, if any. The proposal shall also contain the time frame for project completion as mutually agreed upon.
- C. The proposer submitting the lowest cost <u>meeting specifications</u> shall be awarded the project.

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 MDCPS, the specific 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. If, during the course of the work, any unforeseen hazards or materials are encountered, the vendor is to immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the MDCPS authorized representative.

2.02 CHANGE OF SCOPE OF WORK

- A. After issuance of a purchase order and commencement of a project, the scope may be changed for any reason, including, but not limited to, unforeseen circumstance or owner's request. In order to maintain continuity, the MDCPS authorized representative shall issue a request for quote (RFQ) to the vendor assigned the project. The time frame for response shall be stated in the RFQ.
- B. If the vendor does not respond within the time frame stipulated in the RFQ, MDCPS may at its sole option, perform the work in any manner it deems in the best interest of the District, including cancellation of the original purchase order and compensating the vendor only for the work performed and the materials in place.
- C. If the vendor's proposal 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 MDCPS authorized representative.

PART 3 PROTECTION AND CLEANUP

- A. The vendor will 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 MDCPS 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 MDCPS 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 MDCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without expressed written

permission prior to commencement of project from the MDCPS 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. MDCPS 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.

PART 4 TERMINATION AND REMEDY

- A. MDCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor.
- B. MDCPS reserves the right to cancel this contract, or any portion of the work performed under this contract, if material or procedures are used other than those specified.
- C. 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, MDCPS 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, MDCPS may, after written notice to the vendor, accomplish the work in any manner it chooses, with the cost of such work being borne solely by the vendor. Exercise of this provision does not preclude the MDCPS from seeking other remedies including termination of this contract.
- 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 shall be borne solely by the vendor.
- E. Vendors, which exhibit repeated patterns of non-responsiveness to requests for proposals may be disqualified from future work under this bid.

PART 5 NON-EXCLUSIVITY

MDCPS 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:
 - 1. MDCPS Purchase Order Number (PO # and Release #, when appropriate).
 - 2. Scope of work performed.
 - 3. Start and completion time and date(s) of work performed.
 - 4. Work location where services were provided.
 - 5. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
 - 6. Final release of claim from the vendor.
- B. Payment will 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 MDCPS authorized representative as identified in the item description of the purchase order.