



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

BIDDER QUALIFICATION FORM

BID NO. 061-JJ10

BID TITLE Moving and Installation of Relocatable Buildings

Direct all inquiries to Procurement Management Services.

BUYER NAME:

Barbara D. Jones, CPPB, Executive Director

E-MAIL ADDRESS: bjones@dadeschools.net

PHONE: (305) 995-2348

FAX NUMBER: 995-7443

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on July 28, 2009 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

I. BIDDER CERTIFICATION AND IDENTIFICATION

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

II. INDEMNIFICATION

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

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

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

Performance Bond ☐

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

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

Legal Name of Vendor _____

Mailing Address _____

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

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

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

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

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

LOBBYISTS

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

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

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

I. PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

II. SUBMITTING OF BIDS

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

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

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

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

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

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

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

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

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

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

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

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

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

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

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

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

VI. AWARDS

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

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

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

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

D. TERMINATION FOR CONVENIENCE

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

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

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

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

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

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

2. Awards of \$500,000 or Less

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

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

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

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

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

VIII. SAMPLES

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

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

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

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

D. Samples should be delivered to the following address:

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

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

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

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

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

IX. SUBSTITUTIONS

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

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that

materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

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

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

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

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

XIII. ENVIRONMENTAL PRODUCTS

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

XIV. DELIVERY AND BILLING

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

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

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

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

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

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with

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

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

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

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

XXI. CONFLICT OF INTEREST

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

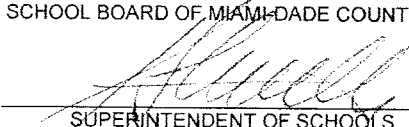
XXII. PUBLIC RECORDS LAW

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

XXIII. ASSIGNMENT

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: 061-JJ10
BID TITLE: Moving and Installation of Relocatable Buildings
BID OPENING DATE: July 28, 2009

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

NOTICE OF PROSPECTIVE BIDDERS

NO BID

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

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

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

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

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

OTHER, (Please specify) _____

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

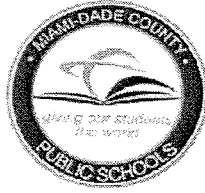
Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

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

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

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Moving and Installation of Relocatable Buildings

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the moving and installation of relocatable buildings for Miami-Dade County Public Schools (M-DCPS). The term of the bid shall be for one (1) year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County Florida, and the Awardee, be extended for two (2) additional one-year periods, and if needed ninety (90) days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering an extension, 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. All prices shall be firm for the term of the contract. The successful vendor agrees to this condition by signing its bid.

The vendor shall furnish all labor, materials, equipment and services for the relocation and installation of relocatable buildings during the term of the contract. The work may include restoration of sites, moving the re-locatable building from one site to another, installing the re-locatable building, moving and installing ramps, stairs and guardrails for each re-locatable building moved. For specifications, please see **(ATTACHMENT B)**.

2. **AWARD:** The contract will be awarded to the qualified Bidder on a total low bid basis. Bidder(s) must bid on all items. Failure to provide all necessary information to determine if evaluation criteria have been met, with the bid or within five (5) days of request, may cause bid to be deemed non-responsive and ineligible for award. In the event that the contractor is unable to perform, M-DCPS reserves the right to assign work to contractors awarded work in other areas.
3. **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 contract period, and include an additional ten (10) percent to cover unanticipated increases in requirements, see **(ATTACHMENT A)**.
4. **NOTIFICATIONS:** Contractor is to contact M-DCPS authorized representative, U.N.C.L.E. and/or other agency having jurisdiction to determine location of all underground utility lines prior to commencement of work.
5. **STAIRS AND RAMPS:** The successful contractor shall be required to submit, within ten (10) days after notification, professionally signed and sealed construction documents on stairs and ramps to M-DCPS,

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SPECIAL CONDITIONS (CONTINUED)

for DOE review. Any and all DOE mandatories and /or provisions are required to be addressed by contractor prior to fabrication of steps and ramps. Stairs and ramps shall conform to all M-DCPS applicable codes (specifically the Florida Department of Educational Facilities, State Requirement for Educational Facilities, 1994 (SREF) and, the Florida Americans with Disabilities Accessibility Implementation, which took effect on October 1, 1993). For additional technical requirements see **(ATTACHMENT C)**.

6. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certification form(s) before the School Board awards bid. Failure to submit this form(s), as noted, may result in the vendor(s) not being recommended for bid award.
7. **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. The vendor at no cost to M-DCPS shall correct all defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period.
8. **VENDOR INFORMATION SHEET:** All bidders are required 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 these 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.dadeschools.net (click District Offices, then click Procurement Management).
9. **REFERENCES:** Bidder(s) are required to submit three (3) references, **(ATTACHMENT D)**; from past or present companies they have contracted with, for the same type of furnishings being procured and installed. References may be from other school districts or large establishments within the past two years, and shall include name, address, contact person, phone and fax numbers, and length of contract, in order to verify satisfactory performance. Failure to do so may result in the bidder not being considered for award. A record of unsatisfactory performance with references may result in the bidder not being awarded a contract.

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SPECIAL CONDITIONS (CONTINUED)

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 required 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
11. **NON-EXCLUSIVITY CONTRACTS:** The Board reserves the right to award other contractors and/or perform work herein described with its employees.
12. **JESSICA LUNSFORD ACT:** All Bidder(s) must comply with the background screening requirements for the Jessica Lunsford Act (2005) as indicated on page 4, § XVIII, of the Instructions to Bidders.
13. **EMERGENCY RESPONSE:** Where an emergency is deemed to exist by the contract administrator, the vendor will be required to respond on a verbal notice to proceed. This response must result in the arrival of a work crew at the affected site within twenty-four (24) hours, or one (1) working day, in the event that notification occurs preceding a weekend or holiday. Failure to respond in a timely manner to these emergency requests may constitute ground for termination of this award.
14. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by Fax or E-mail to:

Ms. Barbara D. Jones, CPPB, Executive Director
 Procurement Management Services
 Fax No. 305-995-7443
 E-mail: bjones@dadeschools.net

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SPECIAL CONDITIONS (CONTINUED)

15. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

<http://procurement.dadeschools.net>

16. **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
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ATTACHMENT A

Type or print in this box the complete name of the bidder:					
Bid# 061-JJ10					
Title: Moving and Installation of Relocatable Buildings					
Buyer: B. Jones		PLEASE COMPLETE ALL SHADED AREAS <div style="background-color: #cccccc; padding: 5px; text-align: center;">NAME OF BIDDER:</div>			
ITEM	DESCRIPTION OF ITEM	Estimat ed Quantity	Unit	Price per Unit	
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR.				
	ITEMS 1 THROUGH 60 SHALL BE AWARDED ON A TOTAL LOW BID BASIS. Provide all necessary supervision, labor, material, and equipment to move portable classroom buildings from and to various locations throughout Miami-Dade County, Florida, in accordance with specifications. Vendor must bid all items.				
	Group 1; Items 1 through 32. Move - anywhere within the District - relocatable structures, complete (trailer, mobile facilities, etc.). Note: includes disconnect portable from foundation, separate relocatable unit and attachments as needed for transport, secure all relocatable attachments (awnings, steps, ramps railing, etc.) for transport, transport relocatable and attachments to new location, including permits and police escort, connect relocatable to foundation per approved specifications/details, including welding and/or hurricane anchoring as needed.				
1	Series 32, 37 buildings. Note: These moves are to be performed without separation of modules. Price shall be for total move, not by module.	2	Each		
2	Series 32, 37 buildings. Note: These moves are to be performed by separating modules. Price shall be for total move, not by module.	1	Each		
3	Series 33 buildings. Note: This move is to be performed without separation of modules. Price shall be for total move, not by module.	1	Each		
4	Series 33 buildings. Note: This move is to be performed by separating modules. Price shall be for total move, not by module.	1	Each		
5	Series 34, 35, 36, and 63 buildings double wide. Note: These moves are to be performed without separation of modules. Price shall be for total move, not by module.	6	Each		
6	Series 34, 35, 36, and 63 buildings double wide. Note: These moves are to be performed by separating modules. Price shall be for total move not by module.	1	Each		
7	Series 38 buildings. Note: This move is to be performed by separating modules. Price shall be for total move, not by module.	2	Each		

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ITEM	DESCRIPTION OF ITEM	Estimated Quantity	Unit	Price per Unit	
8	Series 39 buildings. Note: This move is to be performed by separating modules. Price shall be for total move, not by module.	1	Each		
9	Series 40 buildings	20	Each		
10	Series 53 buildings. Note: This move is to be performed without separation of modules. Price shall be for total move, not by module.	1	Each		
11	Series 53 buildings. Note: This move is to be performed by separating modules. Price shall be for total move, not by module.	1	Each		
12	Series 58 buildings. Note: This move is to be performed by separating modules. Price shall be per module only.	1	Each		
13	Series 59 buildings	10	Each		
14	Series 61 buildings. Note: This move is to be performed without separation of modules. Price shall be for total move, not by module.	1	Each		
15	Series 61 buildings. Note: This move is to be performed by separating modules. Price shall be for total move, not by module.	1	Each		
16	Series 62 buildings. Note: This move is to be performed without separation of modules. Price shall be for total move, not by module.	1	Each		
17	Series 62 buildings. Note: This move is to be performed by separating modules. Price shall be for total move, not by module.	1	Each		
18	Series 63 buildings (single wide)	1	Each		
19	Series 65 buildings	1	Each		
20	Series 66 buildings. Note: This move is to be performed by separating modules. Price shall be for total move, not by module.	1	Each		
21	Series 67 buildings	1	Each		
22	Series 68 buildings	1	Each		
23	Series 69 buildings	1	Each		
24	First Florida (Series 79)	2	Each		
25	Globe (Series 87/89) double module. This move is to be performed without separation of modules.	2	Each		
26	Globe (Series 87/89) single or double module. This move is for a single/double module when separation is required. Price shall be for a single module.	1	Each		
27	State Relocatables (Series 97/99) double module. This move is to be performed without separation of modules.	2	Each		
28	State Relocatables (Series 97/99) single module. This move is for a single/double module when separation is required. Price shall be for a single module.	10	Each		
29	Remove existing spot footing	1100	Each		

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ITEM	DESCRIPTION OF ITEM	Estimat ed Quantity	Unit	Price per Unit	
30	Remove existing linear (strip) footing	400	Per Ln Foot		
31	Restoration of site: Grade, fill, level & sod	30000	Per Sq. Yard		
32	Remove and dispose off site miscellaneous debris (Includes dump fees)	1290	Per Cu. Yd.		
	Group 2; Items 33 through 58. M-DCPS approved precast concrete ramps and steps - as manufactured by Leesburg Concrete or equivalent to be furnished and/or installed. Unit prices for furnish includes: Factory new precast product; delivery of precast product to the construction site. All ramps are to include a 5'-0" x 5'-0" platform with a 1'-6" x 4'-0" filler or a 6'-6" x 6'-6" platform with no filler. The size of the platform for each ramp will be as requested by Miami-Dade County Public Schools (M-DCPS) based on the application necessary for the project. Note: Install steps and ramps section includes erection cost handling hoisting into place, alignment, concrete pad/cap, bottom leveled landing (if required), bracing, plastic shims for leveling, railings, proper connections, grouting and caulking.				
33	Furnish 21" precast steps and railings with 5'-0" x 5'-0" landing	12	Each		
34	Install 21" precast steps and railings with landing	14	Each		
35	Furnish and install child rails on 21" steps	6	Each		
36	Furnish 28" precast steps and railings with 5'-0" x 5'-0" landing	80	Each		
37	Install 28" precast steps and railings with landing	100	Each		
38	Furnish and install child rails on 28" steps	40	Each		
39	Furnish 35" precast steps and railings with 5' landing	8	Each		
40	Install 35" precast steps and railings with 5' landing	8	Each		
41	Furnish and install child rail on 35" steps.	8	Each		
42	Furnish 21" precast ramp and railings with requested landing	12	Each		
43	Install 21" precast ramp and railings with landing	12	Each		
44	Furnish and install child rails on 21" ramp	12	Each		
45	Furnish 26" precast ramp and railings with requested landing	100	Each		
46	Install 26" precast ramp and railings with landing	120	Each		
47	Furnish and install child rails on 26" ramp	30	Each		
48	Furnish 30" precast ramp and railings with requested landing	20	Each		
49	Install 30" precast ramp and railings with landing	20	Each		

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ITEM	DESCRIPTION OF ITEM	Estimated Quantity	Unit	Price per Unit	
50	Furnish and install child rails on 30" ramp	8	Each		
51	Furnish and install individual ramp section with railings	900	Per Linear Foot		
52	Furnish and install 5'-0" x 5'-0" landing with railings	25	Each		
53	Furnish and install 6'-6" x 6'-6" landing with railings	25	Each		
54	If required, provide and install bottom level landing, including the necessary preparation work and material	5000	Per Square Foot		
55	Dismantle, and transportation per ramp, including rails.	10	Each		
56	Dismantle, and transportation per stairs, including rails.	10	Each		
57	Dismantle, transportation and installation per ramp, including rails	10	Each		
58	Dismantle, transportation and installation per stairs, including rails	10	Each		
59	Dispose of non-ADA or damaged ramps	10	Each		
60	Dispose of damaged stairs	10	Each		
TOTAL LOW ITEMS 1 THROUGH 60					

ATTACHMENT B

MIAMI-DADE COUNTY PUBLIC SCHOOLS MOVING AND INSTALLATION OF RELOCATABLE BUILDINGS 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 moving and installation of relocatable buildings for Miami-Dade County Public Schools (M-DCPS). The vendor shall furnish all labor, materials, equipment and services for the relocation of relocatable buildings during the term of the contract. The work may include restoration of sites, moving the relocatable building from one site to another, installing the relocatable building, moving and installing ramps, stairs and guardrails for each relocatable building moved.

B. Related work specified in other sections:

- 1) Instructions to bidders
- 2) Line item specifications
- 3) Exhibit 1 (Attached)
- 4) Miami-Dade County Public Schools Master Specifications Guidelines Sections:
 - a. 02072 - Removals
 - b. 02200 - Earthwork
 - c. 02935 - Sodding
 - d. 05120 - Structural steel
 - e. 05520 - Metal handrails and railings
 - f. Other Master Specifications Guidelines as appropriate to individual projects

Notes:

1. These Master Specifications may be accessed on the internet at <http://facilities.dadeschools.net/default.aspx?id=masterspec2004>
2. 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 REFERENCE:

Florida Building Code

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1.03 DEFINITIONS:

A. Owner

Shall mean The School Board of Miami-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 Facilities Operations, Maintenance.

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

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.

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I. Written Notice

Shall mean a confirmed e-mail, facsimile or delivery of certified or registered letter to the vendor. Delivery of certified or registered letter to the last business address known shall constitute proper notice, if no individual can be contacted.

1.04 JOB CONDITIONS:

A. General:

The vendor is responsible for providing all permits, supervision, transportation, labor, material 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 the Bureau of Procurement Management. The response must result in the arrival of a work crew at the affected site within twenty-four (24) hours. Failure to respond in a timely manner to an emergency shall constitute grounds for termination of this award.

D. Proposal:

The vendor shall survey the project location and submit a proposal to the M-DCPS authorized representative within 24 hours after a Request for Proposal is issued by any written means. Proposals shall include contract line items and items not in contract, with quantities, descriptions, unit prices and extension totals per item.

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E. 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 accomplish the work in any manner it chooses, with the cost of such work being borne by the vendor. Exercise of this provision shall not preclude the Owner from taking additional actions against the vendor, which may include declaring the vendor in default, and/or cancellation of the individual purchase orders issued to the vendor.
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.

F. Safety:

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. Any fines and/or penalties levied and/or imposed by the above authorities because of failure to comply with these requirements shall be borne solely by the vendor responsible for the failure.

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 is between 7:00 a.m. to 11:00 p.m. Monday through Friday. The vendor will communicate with the M-DCPS authorized representative supervising the contract to schedule specific projects during school hours.

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I. Off Hours:

The vendor may be required to work during school off hours, recess periods, and Board authorized holidays and legal holidays. Work performed during these periods will not entitle the vendor to overtime payment. Work on school interiors or other areas involving security of premises, shall require full time presence of a school custodian during off hours. Arrangement for overtime custodial service shall be cleared in advance with the school principal and is solely the responsibility of the vendor to pay.

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. The vendor at no cost to the Board shall correct all defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period.

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 appropriate quality assurance procedures, and in no event shall M-DCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections and 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 M-DCPS authorized representative may, without notice to the vendor, inspect the work to ascertain project progress and/or quality and installation of materials. The vendor shall correct deficiencies noted within a time certain as established by the M-DCPS authorized

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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 10 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.

M. Permits:

1. The vendor is required to obtain any permits which are required by any agencies and/or governmental entities to accomplish the work. Cost of any of these permits shall be the responsibility of the vendor.

N. Use of utilities:

1. Utilities will be made available to the vendor at no additional charge as long as electrical service is kept strictly within necessity of project and under the following conditions:
 - a. Vendor shall provide and install temporary lines, fixtures, outlets and connections to existing utilities without affecting their normal function.
 - b. Upon completion of work, vendor shall remove temporary items and restore the existing utilities to their original condition.

1.05 BIDDER QUALIFICATIONS AND REQUIREMENTS:

- A. At time of bidding and throughout the term of this contract, the vendor shall be properly licensed to perform the work as herein described.
- B. Prior to award of this contract, the vendor shall provide three letters of reference demonstrating at least three (3) years experience performing similar work in size and scope within Florida.
- C. 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 will be assessed for the first time offense and termination of the contract for the second time offense.
- D. The vendor is required, and must have the capability, to simultaneously perform

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all work described herein at multiple locations throughout Miami-Dade County.

- E. At time of bidding and throughout the term of this contract, the vendor shall possess all licenses to move buildings on public rights-of-way as may be required of all agencies of jurisdiction
- F. Sub-contracting is permitted under this contract. Prior to commencement of any work under this contract, the vendor shall provide a list of sub-contractors and delineate the type of work to be performed by each. W/MBE certification shall be noted. During the term of the contract, the vendor is permitted to change sub-contractors, however any such changes shall be requested in writing and be approved by the M-DCPS authorized representative.
- G. Vendor shall insure that all of its personnel engaged in activities encompassed by this term bid are properly skilled, qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of its employees' qualifications.
- H. 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.
- I. 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.
- J. Prior to commencement of any work to be performed under this contract, the vendor shall submit to the M-DCPS authorized representative documentation, drawings and/or specifications for all products, materials and/or substitutions which require M-DCPS approval, including six (6) sets of signed and sealed drawings for concrete stairs, ramps and landings, prepared by a Florida Registered Design/Engineering professional, as appropriate. All submittals shall contain appropriate calculations, dimensions and materials descriptions, and shall provide sufficient detail to allow for code compliance review. The cost of any such submittals, including signed and sealed drawings shall be the responsibility of the vendor.

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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 in the individual project purchase order, or pursuant to Section 1.04, (L), Inspection and Punchlist, 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, then M-DCPS may cause to have the project completed in any manner it deems to be in the best interest of the District.
- D. Nothing contained in this subparagraph shall be construed as limiting the right of the Board to proceed under any other paragraph in the contract or work order should the vendor fail to complete the work on time.

1.07 COORDINATION

- A. Site 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 all activities, including materials delivery as well as trash and/or scrap materials removal, with the M-DCPS authorized representative in order to minimize disruption of the educational process.
 - 2. The vendor is responsible for receiving all deliveries and must establish work schedule accordingly.

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MIAMI-DADE COUNTY PUBLIC SCHOOLS MOVING AND INSTALLATION OF RELOCATABLE BUILDINGS SPECIFICATIONS

PART 2 EXECUTION

2.00 COMPLIANCE

Vendor shall comply with all applicable requirements of the Florida Building Code, the Miami-Dade County Public Schools Master Specification Guidelines as identified in Paragraph 1.01, (B) of this document, and the specifications set forth in this contract.

2.01 PRE-MOVE COORDINATION

- A. The Owner will assign representatives to all projects. The assigned M-DCPS authorized representative will be responsible for interpretation, coordination, approvals, inspections, and other functions as further detailed.
- B. The vendor will schedule work and coordinate the activities of work crews and meet with the M-DCPS authorized representative to ensure that such activities will minimize any disruption of the daily routine of school personnel and students.
- C. The vendor shall, in writing, notify the M-DCPS authorized representative and the Director, Capital Task Force, Facilities Operations, Maintenance, 12525 N.W. 28 Avenue, Miami, FL, 33167, of the intended work schedule. This will include start and completion dates.
- D. Time schedules will be agreed upon on a per job basis.
- E. Owner will provide site plans to the vendor indicating proposed location of relocatable unit(s). The vendor shall review these plans and inform the M-DCPS authorized representative within five working days of receipt, of any potential conflicts.

2.02 SITE CONDITIONS

- A. Vendor shall inform himself/herself fully regarding existing relocatable buildings, types, peculiarities, methods of movement, typical space constraints on site and in transit. All necessary contingencies for the above shall be included in the Base Bid.
- B. Lack of familiarity with the typical site conditions and transit path restraints shall not entitle the vendor to claims for extras to this contract.
- C. Work procedures will be established which are acceptable to school authorities

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which will minimize disruption of school activities.

- D. It will be the vendor's responsibility to verify all critical dimensions of the specific relocatable building that is going to be moved prior to its moving. All subsequent corrections necessary due to the vendor not obtaining this data or obtaining incorrect data is solely the responsibility of the vendor. M-DCPS assumes no responsibility.

2.03 WORK DEFINITION

- A. Disconnect relocatable building from existing foundation and prepare relocatable building for move.
- B. Remove relocatable building from existing location.
- C. Remove existing footings and stem walls to a minimum of 12" below grade, or remove entire footer at the discretion of M-DCPS authorized representative when requested.
- D. Remove and reinstall fencing at existing and new site to original condition after work is completed, as instructed by M-DCPS authorized representative.
- E. Move relocatable building to new location.
- F. Attach units to each other, if appropriate.
- G. Attach unit to the foundations as detailed. Refer to foundation drawings as provided herein.
- H. Repair releasing site to blend with adjacent areas. This will include removal of debris, grading smooth, adding topsoil, sodding and repair of any items damaged due to the vendor's work or negligence. Repairs shall be made to the satisfaction of the M-DCPS authorized representative.
- I. Repair new site to blend with adjacent areas. This will include removal of debris, grade smooth and repair any items damaged due to the vendor's work and/or negligence.
- J. It is M-DCPS's option to use the precast landing or the poured landing as described herein.
- K. Install stairs, ramps and guardrails. The cost for this service shall be entered into the appropriate line item on the Bid Proposal Form.

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- L. Should the M-DCPS authorized representative deem the existing steps, ramps, rails, any interconnecting components and/or landings/platforms suitable for relocation, the vendor will be responsible for removing, cleaning, disassembling, and transporting such to the new location. This cost shall be included in the line item cost for moving the relocatable building and no additional costs will be incurred by M-DCPS to accomplish this work.
- M. Should the M-DCPS authorized representative deem the existing steps, ramp and/or landing not suitable for relocation, the vendor will be responsible for removing and disposing of material so designated.
- N. Should pre-cast stairs and ramps be utilized, it is the vendor's responsibility to use the foundation details shown on the details of the pre-cast stairs and ramps.
- O. M-DCPS will be responsible for the disconnection and reconnection of all utilities prior to vendor's work. In addition, M-DCPS will be responsible for all furniture moving and other work that is not directly related to the structural disconnection of the units.

2.04 PROTECTION

- A. Vendor shall protect all steps, ramps and relocatable units, and shall be responsible for any damage to such sustained during any stage of the work described herein.
- B. Vendor shall take all reasonable precautions to protect grass, shrubs, trees, walks and pavements during transit and construction, and shall, prior to moving the relocatable building, notify the M-DCPS authorized representative of any property which will be unavoidably damaged during the course of the work. The vendor shall be responsible for any damage caused by its negligence. Repairs shall be performed to the satisfaction of the M-DCPS authorized representative.
- C. Vendor shall surround the work areas with suitable barricades where necessary to protect life and property during progress of the work.
- D. Vendor shall protect buildings and other improvements adjacent to the work area from damage by heavy equipment or other traffic during progress of work.
- E. Vendor shall protect all Owner's property, buildings and equipment exposed by the work from damage by weather.
- F. Utility lines, visible or shown on drawings, damaged by work under this contract, shall be repaired by the vendor at his/her expense.

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- G. Damage to concealed utility line not shown on drawings to be immediately reported to the M-DCPS authorized representative for proper procedure.

PART 3 NON-EXCLUSIVITY

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

PART 4 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. For final invoice, final release of lien, and/or consent of surety, for any subcontractor or supplier, if applicable.
 7. For final invoice, 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.

ATTACHMENT C

MIAMI-DADE COUNTY PUBLIC SCHOOLS MOVING AND INSTALLATION OF RELOCATABLE BUILDINGS

TECHNICAL REQUIREMENTS

I. SITE PREPARATION

- A. Prior to the start of work, the vendor shall erect safety fencing and perform any other safety operations necessary at both sending and receiving sites

II. STAIRS, RAMPS AND APPLICABLE CODES

- A. Stairs, ramps, and walkways shall be designed to comply with the latest requirements of OSHA, Florida Building Code and adopted codes therein, including NFPA 101 (Life Safety Code), the Americans with Disability Act of 1990, (ADA), Department of Community Affairs Accessibility Requirements Manual, (DCAARM), and office of Educational Facilities Children's Accessibility Requirements (OEFCAR). The Design Professional shall use the Accessibility Guidelines Requirements prepared by the Florida Department of Education in the preparation of Handicapped accessible construction drawings.
- B. Concrete stairs and ramps and shall be as manufactured by Leesburg Concrete, or equivalent. ramps shall be pre-cast concrete in accordance with the requirements of Section V, except that concrete shall be at least 4,500 psi. at 28 days. Fabricate in accordance with approved shop drawings, ACI Standard 318, and the Pre-stressed Concrete Association Standards. All anchorage and connections shall be made by mechanical means, to provide secure fastening when installed yet allow for removal and reinstallation when re-locatable buildings are moved. Units shall be at least 10 days old prior to shipping. Units damaged during transportation or installation shall be rejected and shall immediately be replaced with new units at no additional cost to M-DCPS.
- C. All ramps shall have poured concrete bottom landings min. 72" in length by 48" in width.
- D. All stairs shall have poured concrete bottom landings min. 30" in length by 48" in width.

III. METAL RAILINGS

- A. Material/construction: 1 11/2" dia., Schedule 40 steel pipe, with smooth bends, all-welded construction, welds ground smooth, primed and painted after fabrication. Provide all anchors, connectors and components for a complete installation. Second handrail 1 1/4" in diameter.

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MIAMI-DADE COUNTY PUBLIC SCHOOLS MOVING AND INSTALLATION OF RELOCATABLE BUILDINGS

TECHNICAL REQUIREMENTS

- B. Provide railings and handrails in accordance with all requirements specified herein.
- C. Extend handrails horizontally on all exits beyond top and bottom landings as required.
- D. Handrails: Provide top handrail 34" above ramp surface and second handrail at ramps, 26" above ramp surface. Maintain fully graspable surface. Provide infill railing on both sides of ramp of 3/4" square tubing at 4" O.C. max.
- E. Railings: Picket railing with top and bottom rails on vertical support posts at 5'-0" max. spacing. Pickets shall be 3/4" square tubing at 4" O.C. max., welded to top and bottom rails. Railing height shall be 42" above slab at landings surface.
- F. Finish: One coat of rust inhibiting primer and two finish coats of approved paint.

"Reference Sheet"

BID NO. 061-JJ10
Moving Installation of Relocatable Buildings

ATTACHMENT D



Proposer: _____

Email: _____

Phone: _____

Firm Representative: _____

Fax: _____

_____ Street Address

URL: _____

City State Zip Code

Years in Business: _____

	License Number	Date
Occupational License Effective Date and Number:		

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

Company	Contact	Address	Phone	Fax	Scope of services provided