



BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Direct all inquiries to Procurement Management Services:

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER _____

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on _____ 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 Bids may not be withdrawn for _____ days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

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

II. INDEMNIFICATION

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

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

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII., and VI.

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. _____ **E-mail address** _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

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 of the bid.

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

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

B. **INSTRUCTIONS TO BIDDERS.** 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.** 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. **BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

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 sent to all businesses solicited, via facsimile or mail, and bids or proposals 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. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. 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. All notice of 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., by filing a formal written protest within 10 days after filing the notice of protest. 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.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

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

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

E. 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.

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.

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

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

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

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 directed payment to the bidder.

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 FEDERAL REGULATIONS**

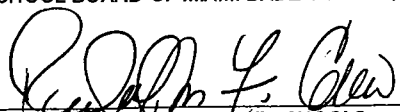
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(!) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: _____
BID TITLE: _____
BID OPENING DATE: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Bureau of Procurement and Materials Management

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>

"Reference Sheet"

Bid No. 062-EE09
Lift Station Repair



Bidder: _____

Email: _____

Service Representative: _____

Phone: _____

Fax: _____

_____ Street Address

URL: _____

_____ City State Zip Code

Years in Business: _____

	LICENSE NO.	DATE	
		From:	To:
Occupational License Effective Date and Number:			
Certificate of Competency Effective Date and Number:			
State License Number:			

Please list below 3 of your most recent references and indicate the type of service provided for each client. References will be verified. Also, please review and respond to Specification 1.02 B.

Company	Contact	Address	Phone	Fax	Type of service or repair provided

FORM9-1/98

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 #062-EE09

INDEMNIFICATION

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

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed 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 \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Environmental Impairment Liability Insurance in an amount not less than \$500,000 per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
4. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida" must be listed as additional insured on all liability coverages except Workers' Compensation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

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

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

or

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

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

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

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

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 listed as 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.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 062-EE09	BUYER O. Houser	PAGE SC 1
TITLE Lift Station Repair		

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to pre-qualify vendors, to furnish all labor, supervision, materials, equipment and transportation necessary to repair lift stations, at various Miami-Dade County Public Schools facilities, for Maintenance Operations Regulatory Compliance (MORC), in full compliance with appropriate Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations. The term of the bid shall be one (1) year from date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardees, be extended for three (3) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may, if consider extending, request a letter of intent to extend from the awardees(s), prior to the end of the current contract period. The successful vendor(s) agrees to this condition by signing its bid.
2. **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. Oretha Houser, CPPB, Buyer
 Procurement Management
 Fax No. 305-523-2217
 E-mail: ohouser@dadeschools.net

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

Ileana Martinez, School Board Clerk
 Miami-Dade County Public Schools
 The Office of Superintendent of Schools
 1450 N.E. 2nd Avenue, Room 268B
 Miami, Florida 33132
 Fax No. 305-995-1448
 E-mail: martinez@dadeschools.net

3. **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/>

4. **PRE-BID CONFERENCE:** A pre-bid conference will be held **Thursday, July 7, 2005 at 2:00pm** in Maintenance Operations Training Room, 12525 NW 28 Avenue, Miami, Florida. Pre-Bid Conference attendance by the bidder or his qualified representative is recommended for bid acceptance. Questions regarding the Special Conditions and Specifications will be addressed at the Pre-Bid Conference. Correspondence should clearly identify the bid number you are referring to.

BID 062-EE09	BUYER O. Houser	PAGE SC 2
TITLE Lift Station Repair		

SPECIAL CONDITIONS (CONTINUED)

5. **AWARD:** The School Board of Miami-Dade County will award a contract to the three (3) lowest responsive and responsible bidders who demonstrate by reference and credentials that they meet the specifications of this solicitation. Bidder's pricing tendered at the time of bid opening will be used in the evaluation process to determine the lowest bidders, however, pricing bid for each line item on the Bid Proposal shall remain firm throughout the term of the bid, and all subsequent contract extensions.

Throughout the term of the bid, as the need arises, all awarded vendors will be requested to submit proposals for any non-emergency single job exceeding the quotation threshold. Proposals will be evaluated, and the lowest responsive and responsible bidder will be awarded the specific job. In lieu of obtaining quotations, the lowest bidder will be contacted in the event of an emergency.

M-DCPS reserves the right to award to approved vendors any individual project whose cost is below the threshold established by Miami-Dade County Public Schools' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS, paragraph II, (B), or any amendment thereof.

Bidders are requested to submit all licenses, certifications, and references with its bid. See Specification 1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS.

6. **PRICES:** Prices for each Request for Proposal (RFP) shall be firm for 90 days.
7. **UL/CSA/ETL APPROVAL:** All electrical equipment shall bear the approval symbol or name of Underwriters' Laboratories, Inc., The Canadian Standards Association or ETL Testing Laboratories.
8. **WARRANTY:** The warranty for equipment, installation, service and repairs is defined in (Part 7. Warranty), of the attached Specifications.
9. **EQUIPMENT:** All parts installed by the vendor shall be new and appropriate for the intended use. Used or rebuilt parts shall not be used without prior written permission of the M-DCPS authorized representative. All repair/replacement parts shall be equivalent or superior to those being replaced and shall be compatible with the existing systems.
10. **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.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 062-EE09	BUYER O. Houser	PAGE SC 3
TITLE Lift Station Repair		

SPECIAL CONDITIONS (CONTINUED)

11. **SITE INSPECTION:** During the Request for Proposal process, prospective bidders are encouraged to make site inspections of lift station facilities, to familiarize themselves with the unique environment where the work is to take place and to establish work procedures to minimize disruption of the school day, and avoid damage to existing infrastructure. To arrange a site inspection, bidders must contact Maintenance Operations Regulatory Compliance:

Mr. Don DeRyke
12525 N.W. 28th Avenue
Miami, FL 33167
305-995-7994 Phone
305-995-7966 Fax

Scheduling of visits to the various locations will be coordinated to insure access and to review specifications regarding normal workload, average job size, problems, safety considerations, or other conditions that are unique to the Miami-Dade County Public School System. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after the bid has been awarded.

12. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.
13. **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.
14. **BID SUBMITTALS:** Bidders are requested to submit the original bid and proof of all information requested, in accordance with Specification 1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS.
15. **CODES AND PERMITS:** All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 062-EE09	BUYER O. Houser	PAGE SC 4
TITLE Lift Station Repair		

SPECIAL CONDITIONS (CONTINUED)

16. **RESPONSE TIME:** The awarded **Primary** vendor shall respond to emergency calls within 2 hours. The response time for non-emergency request for service shall be within 48 hours after the issuance of a Request for Proposal.
17. **REFERENCES:** Bidder's should submit three (3) references on the "**Reference Sheet**" included in this bid. The references must be clients for who similar work in size and scope have been or is being performed.
18. **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
LIFT STATION REPAIR
BID NO. 062-EE09

SPECIFICATIONS

PART 1 GENERAL

1.00 SPECIAL CONDITIONS

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

1.01 SUMMARY

A. Purpose and Scope

The purpose of this bid is to establish a contract with the three (3) lowest responsive and responsible bidders, to furnish all labor, supervision, materials, equipment and transportation necessary to repair lift stations and related structures at various Miami-Dade County Public Schools facilities, for Maintenance Operations Regulatory Compliance, in full compliance with appropriate Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations, and be environmentally acceptable.

Projects may include any combination of lift station repair, installations, replacements, reconfiguring, rebuilding and pump removal and replacement. Vendor(s) shall also be required to perform all associated and incidental work required for project acceptance.

B. Working Day

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

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

C. Site Inspection and Access

1. Vendors bidding on jobs, must visit the job sites, inspect and assess job requirements, and become fully acquainted and familiarized with conditions as they exist, and the operations to be carried out pursuant to

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

Section 2.0 of these specifications. The vendor shall make such investigations, as appropriate, to fully understand the facilities, difficulties and restrictions before execution of the work. Also, the vendor shall thoroughly examine and be familiar with all the specifications and references herein.

2. Vendors are encouraged to review any maintenance manuals, which are available in the Regulatory Compliance office, located at: 12525 N.W. 28 Avenue, Miami, Florida. (*Note: Documentation does not exist for all locations*).
3. The vendor will coordinate access to sites with the M-DCPS authorized representative and shall conduct such access in a safe manner. M-DCPS will provide the vendor access to each work site, provided that proper notification is given to and coordinated with the M-DCPS authorized representative.
4. Vendors are encouraged to inspect all schools, facilities and sites covered by this solicitation to familiarize themselves with the unique environment where the work is to take place, and establish work procedures that minimize disruption of the school day and avoid damage to existing infrastructure.
5. 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 and a purchase order is issued.

D. Emergency Response

Where an emergency is deemed to exist, in the sole opinion of the M-DCPS authorized representative, the vendor shall be required to respond on a verbal notice-to-proceed issued by Procurement Management or the Maintenance Operations Regulatory Compliance authorized representative when Procurement Management is unavailable. This response must result in the arrival of a work crew at the affected site within two (2) hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action in any manner deemed to be in the best interests of the

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

Board and back charging the vendor for all associated costs. Failure to pay back charges, as determined by Procurement Management, shall subject vendor to default, as defined in the Instructions to Bidders.

E. Inspection and Punchlist:

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

2. Progress Inspection:

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

3. Final Inspection:

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

4. Stoppage of work:

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

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

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

- d. Any other condition, situation, or circumstance which in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the Board if allowed to persist.

F. Subcontracting:

Subcontracting is permitted under this contract. The vendor shall submit a list of subcontractors with its Request for Proposal, pursuant to Section 2.00 (B) of these specifications. M-DCPS reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the vendor to adjustment of quoted prices. All subcontractors shall meet the minimum requirements stated herein.

M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors.

G. Communication

All communications, including but not limited to specification of the scope of work, instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the vendor shall be in writing. See Special Condition 2. CONE OF SILENCE.

H. Training:

If requested by the M-DCPS authorized representative(s), the vendor shall provide detailed training, addressing startup, operation, preventive maintenance and repair for any equipment furnished under this contract.

I. Rebates:

Any rebates received by the vendor, which are due the owner, for installation of energy conserving equipment, shall be remitted at the owner's discretion, as either a credit on the work order or as a cash deposit to the owner.

J. Windshield Time: (Work-related time spent in a vehicle, including commuting time)

The Board shall not pay for windshield time associated with the pick-up of parts and materials or for any other reasons.

SPECIFICATIONS (continued)

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. Prior to award, and throughout the term of the contract, the successful bidders must be qualified and properly licensed or certified to perform the scope of work described herein.
 - 1. Vendors, as a minimum qualification shall provide documentation of Confined Space Entry (CSE) training sessions for the Principal/Owner and its employees, and appropriate certification, as required by OSHA. All local bidders must possess a valid occupational license issued by Miami-Dade County.
 - 2. Vendor's personnel employed in pursuit of the work specified in this contract must have the proper technical, health and safety training as may be required by any and all regulations, codes and/or laws.

Please submit a copy of licenses upon receipt of notification request.

- B. Prior to award of this contract, all vendors shall provide a minimum of three (3) letters of reference of similar work performed within the South Florida area, and shall include documentation of at least five (5) years experience in lift station repair.
- C. The vendor is required, and shall have the capability to simultaneously perform all work described herein, at multiple locations throughout Miami-Dade County, on a timely basis.
- D. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- E. Vendor shall assure that no use of any controlled substance; including alcohol, shall occur on M-DCPS premises as outlined in Board Rule 6GX13-4-1.05, by the vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.
- F. Vendor shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities encompassed by this term bid, are properly qualified, trained, and licensed or certified to perform the work assigned. Vendor may be requested at any time to provide evidence of such qualifications.

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

- G. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee.

Employees without proper identification shall not be permitted to work on M-DCPS property.

- H. The vendor's employees, subcontractors and its employees, and any other personnel, including 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 Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved, from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS, performed under this term bid.
- I. The vendor shall maintain, or have immediate access to, all necessary repair parts, materials, test equipment, wiring diagrams, software, programming equipment and personnel with the necessary expertise needed to meet the requirements of this contract. The vendors, at their own expense, shall obtain parts in the **most expeditious manner available**, which will include but not be limited to overnight air shipping and/or special fast track ordering.

1.03 REFERENCES

- A. Florida Building Code (FBC), and associated codes and standards referenced therein. Latest Edition
- B. Miami-Dade County Public Schools' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS.
- C. State Requirements for Educational Facilities (SREF)
- D. Environmental Protection Agency (EPA)
- E. The State of Florida Board of Health
- F. Department of Environmental Resource Management (DERM)
- G. Chapter 24, Miami-Dade County Code
- H. Florida Department of Environmental Protection (FDEP)
- I. Florida Administrative Code
- J. Chapter 403, Florida Statutes
- K. Miami-Dade Water and Sewer Department (WASD)
- L. Occupational Safety and Health Act (OSHA)

SPECIFICATIONS (continued)

1.04. DEFINITIONS

A. Owner

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

B. Site Representative

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

C. M-DCPS authorized representative

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

D. Inspector

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

E. Vendor

Refers to the person, firm or corporation authorized to do business with the School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly, from the Board, for the performance of the work described by these documents.

F. Performance

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

G. Substantial Completion

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

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

H. Punch List

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

I. Final Acceptance

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

J. Emergency

Shall be determined by the M-DCPS authorized representative, requiring the vendor to respond to the site within two (2) hours.

K. Written Notice

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

L. Project

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

1.05 PROPOSALS SUBMITTALS AND PRODUCTS

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 purchase order the vendor shall submit manufacturers' specifications and drawings for all equipment to be installed.

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

- C. All parts installed by the vendor shall be new and appropriate for the intended use. Used or rebuilt parts shall not be used without prior written permission of the M-DCPS authorized representative.
- D. All repair/replacement parts shall be equivalent or superior to those being replaced and shall be compatible with the existing systems.
- E. All parts replaced by the vendor under any provision of this contract shall remain the property of M-DCPS and shall be available for inspection by the M-DCPS authorized representative. Following such inspection, and at no cost to the District, the vendor may be required to dispose of the used parts, or deliver them to the custody of M-DCPS.
- F. The M-DCPS authorized representative reserves the right to inspect repairs at any time, and may also inspect parts, prior to or during installation.
- G. Vendor is solely responsible for determining the appropriate parts and/or materials required to complete a repair. Should the vendor supplier or the manufacturer provide the incorrect parts and/or materials, the vendor shall remedy the error with its supplier in a timely manner, but no later than 30 days.

1.06 PROJECT CONDITIONS

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

1.07 LICENSES, PERMITS AND FEES

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

SPECIFICATIONS (continued)

1.08 DESIGN/DRAWING REQUIREMENTS

- A. If it is determined by the M-DCPS authorized representative, that signed and sealed drawings by a Florida Registered design professional are required for any work under this contract, such shall be considered incidental to the work, and shall be provided by the vendor. The requirement for these services shall be made a part of the scope of work identified in Section 2.00 (A) of these specifications, and the cost shall be included in the proposal identified in Section 2.00 (B).
1. Said services shall include, but not be limited to the provision of all design and project documents as specified, calculations, shop drawings, record drawings, and submittals. All design and project documents, calculations, shop drawings, and record drawings may be required to be signed and sealed by a design professional. The vendor, through a responsible design professional, shall also provide, if necessary, the executed forms, studies, and other documentation required by applicable codes and agencies having jurisdiction.
 2. The vendor shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies until approved. The vendor shall direct specific attention in writing or on resubmitted documents to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s). The Board shall not be liable for any parts or materials ordered by the vendor prior to approval of design documents.
 3. All drawings and specifications produced by the design professional(s) shall become the property of the Board at the completion of the work. The vendor shall provide four (4) sets of prints and technical specifications; two of these sets must be signed and sealed.
- B. The vendor shall submit the name, address and current Florida registration for all design professionals for each proposal, which requires design services. The Board reserves the right to approve or disapprove the design professional. If disapproved, the vendor shall be required to provide an alternate.
- C. For projects which the Board provides design documents, the vendor shall review the plans and identify any discrepancies, inconsistencies, mistakes, etc. prior to preparation of a cost proposal. Prior to commencement of the project, the vendor shall verify measurements in the field, and identify any differences from the furnished drawings.

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

- D. For projects, which does not require signed and sealed documents, the vendor shall furnish shop drawings, record drawings, and any other documents and/or information as may be required in support of the work. The Board reserves the right to approve all drawings and submittals.
- E. Shop Drawings
1. The vendor shall review, approve and submit six sets of all shop drawings and samples required for the work Shop drawings and samples shall be identified as specified, or as required by the M-DCPS authorized representative. At the time of submission, the vendor shall inform the M-DCPS authorized representative, in writing, of any deviation of the shop drawings or samples from the requirements of the project scope.
 2. The vendor shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The vendor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s).
 3. No portion of the work requiring a shop drawing or sample submission shall commence, nor shall the Board be liable for any parts or materials ordered by the vendor until the submission has been approved. All such portions of the work shall be in accordance with approved shop drawings and samples.
- F. Upon completion of the work and final acceptance by M-DCPS, The vendor shall furnish:
1. Four sets of reproducible record drawings and technical specifications. One set shall be on Mylar, 2 sets of blue line or bond and one set in Auto Cad format. All copies shall be stamped "AS BUILT".
 2. Three copies of maintenance and operating manuals for any equipment included in the scope of work and supplied by the vendor.

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

SPECIFICATIONS (continued)

1.09 PERFORMANCE SECURITY

Vendors shall not be required to submit performance security in order to be initially award a contract. However, in the event that the value of an individual project meets the criteria specified in Florida Statute 255.05, and reflected by M-DCPS Board Rule 6Gx13-3C-1.08, the vendor awarded the project shall provide performance security for that project in the amount and manner established in the INSTRUCTIONS TO BIDDERS.

1.10 SUFFERANCE

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

PART 2 EXECUTION

2.00 PROJECT SITE SCOPE MEETING

- A. When notified in writing via facsimile, letter, or other documented method, approved vendors shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the vendors shall be required to participate in this site scope meeting within two working days of notification. Vendors not attending a project site scope meeting will not be allowed to submit a proposal for that project.
- B. The vendors shall submit a **sealed** detailed proposal to Procurement Management within five (5) working days of the Project Site Scope Meeting, unless otherwise specified at the meeting. By submitting a proposal, the vendor is agreeing to accomplish the work defined at the Project Site Scope Meeting, and it is the vendor's responsibility to include all necessary items prior to submission to Procurement Management. The proposal shall contain, at a minimum, the bid firm-fixed line item prices and other firm-fixed price to complete the work, a list of materials, equipment, itemized cost of any special conditions, alternates, extended warranties or options, labor hours and subcontractors, if any. The proposal shall also contain an estimated project completion date (e.g. 30 days from receipt of purchase order). Vendor shall guarantee the price for ninety (90) days from the date of submittal.

BID NO. 062-EE09 - LIFT STATION REPAIR

SPECIFICATIONS (continued)

- C. The vendor submitting the lowest cost meeting specifications shall be awarded the project on a lump sum basis.
- D. The vendor shall be required to submit a project schedule within five workdays after issuance of a Notice to Proceed. The schedule shall conform to the project's duration period as stipulated at the Site Scope Meeting.
- E. The Board, by requesting proposals, does not by implication commit itself to commencement or completion of any project.
- F. M-DCPS Furnished Equipment and/or Materials:

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

2.01 PROJECT EXECUTION

- A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 1.03, the requirements set forth in the scope definition provided by M-DCPS, the terms and conditions contained within the purchase order and the general terms and conditions of this contract.
- B. Vendor is responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.
- C. If, during the course of the work, any unforeseen hazards are encountered, the vendor shall immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

SPECIFICATIONS (continued)

- D. The vendor shall immediately report to the M-DCPS authorized representative by telephone, or other verbal means, any condition causing overflow and/or discharge of sewage or wastewater, which occurs during the course of the vendor's repairs within one (1) hour following the event. A written report on such incident shall be submitted the next business day, which shall include, as a minimum, the following:
- a. Location, date and time.
 - b. Summary of the cause for the incident.
 - c. Steps taken to correct the problem.
 - d. Steps taken to prevent the incident from happening again.

2.02 CHANGE OF SCOPE OF WORK

A. Owner Request

1. After issuance of a purchase order and commencement of a project, the scope may be changed for reasons including, but not limited to, unforeseen circumstance or owner's request. In the event the change in scope entails additional work at owner's request, the M-DCPS authorized representative shall issue a Request for Proposal (RFP) to the vendor assigned the project in order to maintain continuity and progress of the work. The time frame for response shall be stated in the RFP. Vendor error or omission shall not be cause for any additional cost or issuance of a supplemental purchase order. Supplemental work must be authorized in writing by M-DCPS and accompanied by a purchase order.
2. If the vendor does not respond within the time frame stipulated in the RFP, or if in the sole opinion of M-DCPS, the cost proposal exceeds fair market value, M-DCPS may at its sole option, perform the work in any manner it deems in the best interest of the Board, including cancellation of the original purchase order and compensating the vendor only for work performed and materials installed.
3. If the vendor's 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 M-DCPS authorized representative.
4. If there is a reduction in the scope of work, the M-DCPS authorized representative shall issue a Request for Credit (RFC), the amount of which shall be reached through mutual agreement, or, absent such agreement, by the

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SPECIFICATIONS (continued)

use of R. S. Means Reference Estimating Guidelines to establish a fair market value of the work in question. This amount shall be deducted from the sum due to vendor.

B. Vendor Request

1. Should the vendor identify a specific problem or circumstance which necessitates a change in scope of work, the vendor shall submit a Request for Change of Scope (RCS) to the M-DCPS authorized representative within three working days of identifying the need. This (RCS) shall contain all necessary information, including detail of material and labor costs, as well as any adjustments to the completion schedule.
2. Additional contract costs and/or credits shall be reached through mutual agreement, or, absent such agreement, by the use of R. S. Means Reference Estimating Guidelines to establish a fair market value of the work in question
3. All details of the (RCS) shall be reviewed and approved by the M-DCPS Authorized Representative. Inadequate credits, excessive costs, and/or time extensions shall be rejected.
4. Vendors shall be diligent when submitting Requests for Change of Scope. Untimely submissions may be rejected.
5. If the vendor's proposal is acceptable, a supplemental purchase order will be issued for the additional work.

- C. All changes of scope must be acted upon, only after receipt of a revised or new purchase order, issued by Procurement Management.

PART 3 PROTECTION AND CLEANUP

- A. The vendor shall conform to all applicable OSHA, Federal, State and local codes, regulations and statutes while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. Contractor(s) shall assume full liability for compliance with all regulations, codes and laws pertaining to the safety and protection of workers and persons occupying the property or any adjacent property. Any fines and/or penalties levied or imposed by any authority having jurisdiction due to

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SPECIFICATIONS (continued)

failure of the vendor to comply with these requirements shall be borne solely by the vendor.

- B. When included in the Scope of Work, the vendor shall provide temporary fencing or barricades to protect students, faculty, staff and/or members of the general public. All safety hazards, which might present a threat to life safety, must be removed immediately. A working perimeter must be clearly established by providing physical barriers and shall be monitored for trespassers during the course of the work.

The vendor shall also insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. The vendor, at the vendor's sole expense, shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.

- C. All OSHA Confined Space Entry notification requirements, as stipulated by OSHA Standards - 29CFR, Standard 1910.146, are required and shall be enforced.
- D. When applicable to the work, the vendor shall comply with Lockout/Tagout requirements outlined in OSHA Standards - 29CFR, Standard 1910.147.
- E. 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.
- F. Vendor, its employees and/or assigns shall not use M-DCPS restrooms, cafeteria, lounges, dumpsters, equipment, etc. without permission prior to commencement of project from the M-DCPS authorized representative. Vendor, its employees and/or assigns **shall never** use student's restrooms or cafeteria, while school and after school activities are in session.
- G. Vendor's materials, equipment and tools, which are not in use, shall be stored in a secured location supplied by the vendor.
- H. M-DCPS is not responsible for loss of tools, equipment or supplies.
- I. Site shall be left in a clean condition upon completion of work.

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SPECIFICATIONS (continued)

- J. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.
- K. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.

PART 4 TERMINATION AND REMEDY

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

PART 5 NON-EXCLUSIVITY

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

SPECIFICATIONS (continued)

PART 6 INVOICING

- A. The invoice document shall be submitted to the M-DCPS authorized representative as identified on the purchase order within five (5) working days of completion of the work, and shall contain, as a minimum, the following information, as appropriate:
1. M-DCPS purchase order number, and release number when appropriate.
 2. Description of work.
 3. Start and completion time and date(s) of work performed. (Labor Hours)
 5. Work location where services were provided.
 6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
 7. Final release of claim from the vendor.
 8. Written warranty.
 9. Three copies of maintenance and operating manuals for all purchased equipment.
 10. Documentation of cost associated with percentage mark-up on parts.
 11. Invoice shall be dated when forwarded to M-DCPS, and not when work is performed.
- B. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient must be corrected by the vendor, at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.
- C. Projects that do not exceed 45 actual workdays shall be paid in one lump sum. For projects exceeding 45 workdays, partial payments may be requested on a 30-day cycle.

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SPECIFICATIONS (continued)

- D. Invoices, required documents, and manuals shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.
- E. The acceptance of final payment shall constitute a waiver of all claims by the vendor except those previously made in writing and unresolved at the time of final invoicing.
- F. Invoices not submitted in accordance with the above procedures will not be processed for payment and will be returned to the vendor for correction and resubmission.

PART 7 WARRANTY

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

Bid No. 062-EE09

Lift Station Repair

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete legal name of the company:
Bid No: 062-EE09
Title: Lift Station Repair
Buyer: O. Houser, CPPB

PLEASE PROVIDE ALL REQUESTED INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	UNIT COST
	<p>GROUP I: Vendor shall supply all transportation, equipment, materials, vehicles, and supplies to accomplish the following. Award will be based on a total low bid basis for Items 1 through 6, as defined in Special Condition 5. AWARD.</p> <p>Items 1 through 4 shall include clearing clogs and obstructions.</p>	12 MONTHS		
1	Remove and re-install lift station "Stick" pump. (Complete job may require multiple site visits)	6	Complete Jobs	\$ _____/Each CJ
2	Remove and re-install lift station submersible pump. (Complete job may require multiple site visits)	30	Complete Jobs	\$ _____/Each CJ
3	Confined space entry and mobilization charge when required, and pre-approved by M-DCPS. Charge shall include all required labor and equipment. A maximum of one (1) charge per day shall be permitted.	26	Each	\$ _____/ Service Request
4	Remove and re-install lift station direct/belt driven pump. (Complete job may require multiple site visits)	5	Complete Jobs	\$ _____/Each CJ
5	Replace float switches; 4 per lift station, and adjust for proper operation.	15	Sets of 4	\$ _____/Per Set of 4

Bid No. 062-EE09

Lift Station Repair

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PLEASE PROVIDE ALL REQUESTED INFORMATION BELOW:

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6	Labor Rate per hour. Vendor shall provide documentation of hours at time of invoicing. See Part 6 of the attached Specifications.	750	Hours	\$ _____/Per Hour
	Bidders must complete Items 7 and 7A; however, these items will not be included in the evaluation to determine the lowest bidders. The mark-up must remain firm throughout the term of the contract.			
7	Percentage of mark-up over cost for individual parts costing less than \$1000 each . Vendor shall provide documentation of cost at time of invoicing. See Part 6 of the attached specifications.	\$10,000	% of Mark-up on annual estimated parts cost.	_____%
7A	Percentage of mark-up over cost for individual parts costing greater than \$1000 each . Vendor shall provide documentation of cost at time of invoicing. See Part 6 of the attached specifications.	\$15,000	% of Mark-up on annual estimated parts cost.	_____%