



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

BIDDER QUALIFICATION FORM

BID NO. 068-GG06

BID TITLE Tree, Palm & Shrub Pruning/Removal

Direct all inquiries to Procurement Management Services:

BUYER NAME:

G. Jackson

E-MAIL ADDRESS: gjackson@dadeschools.net

PHONE: (305) 995-2345

FAX NUMBER 305-523-2214

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on July 26, 2007 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 Bids may not be withdrawn for 120 days after opening.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. 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 MWBE designated bids.** The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the MWBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. **BID PROPOSAL FORM.** Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate 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, draysage, 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 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. 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. G.

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.

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:

Contract Amount	Minimum Rating by A.M. Best
\$ 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 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 STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the 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 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Bidder 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 sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder 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. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement (bid), agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Bidder 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. Bidder 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. Bidder further agrees to notify the Board

immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. *Failure by Bidder 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 a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.*

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

XIX. COMPLIANCE WITH SCHOOL CODE

Bidder 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 Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement (bid) and may result in the termination of this Agreement (bid) by the Board.

XX. CHARTER SCHOOLS

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

XXI. CONFLICT OF INTEREST

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

XXII. PUBLIC RECORDS LAW

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: 068-GG06
BID TITLE: Tree, Palm & Shrub Pruning/Removal
BID OPENING DATE: July 26, 2007

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>

Miami-Dade County Public Schools
SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT _____

**SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)

for _____
(Print Name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is
_____. If the entity has no FEIN, include the Social Security
Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this
(Print individual's name and title)
sworn statement on behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel 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 sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a _____ (eg. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

Initials

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day or _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public -State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Initials

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#068-GG06

INDEMNIFICATION

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

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

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

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

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

or

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

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

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

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

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

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

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Mrs. Jo-Tina Brown at 305-895-7133.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 068-GG06	BUYER G. Jackson	PAGE SC1
Tree, Palm and Shrub Pruning/Removal		

SPECIAL CONDITIONS

- PURPOSE:** The purpose and intent of this term bid is to pre-qualify vendors and establish a term contract for tree trimming, tree removal, shrub removal and stump removal. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between Miami- Dade County Public Schools and the successful bidder(s), be extended for **three (3)** additional **one (1)** year periods and, if needed, 90 days beyond the expiration date of the final contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. The successful bidder(s) agrees to this condition by signing its bid.
- AWARD:** The bid will be awarded to all responsive, responsible bidders regularly engaged in tree, palm and shrub pruning/removal. The awarded vendor(s) shall respond to "request for quotations" by the requested date. Vendors shall arrange a site visit by contacting the M-DCPS authorized representative as indicated in the Request for Quote. The pre-qualified bidder(s) will be invited to offer a fixed price for a specific job(s). The award of said job(s) will be made to the lowest responsive, responsible bidder(s) meeting specifications. These prices must remain fixed for not less than 30 days.
- SITE INSPECTION:** Prospective vendors are encouraged to make site inspections of typical schools 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 owner's representative is available to answer questions regarding normal work load, average job size, problems, safety considerations, or other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award.
- ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to 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 contractual period, and include an additional ten percent to cover unanticipated increases in requirements.
- PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for July 19, 2007, at 2:00 pm in the Maintenance Conference Room at 12525 N.W. 28 Avenue, Miami, Florida 33132. All participating vendors are encouraged to attend.
- INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	068-GG06	BUYER	G. Jackson	PAGE	SC2
Tree, Palm and Shrub Pruning/Removal .					

SPECIAL CONDITIONS CONTINUED

7. **PERMITS:** Contractor shall be responsible for all applicable permits required for tree removal, including requesting the permit and all applicable payments.

8. **CERTIFICATION:** Vendor must be certified by the International Society of Arboriculture (ISA) prior to being recommended for award. A copy of certification shall be submitted with bid. Failure to comply with certification may result in the vendor(s) not being recommended for the bid award.

9. **EMERGENCIES AND OTHER EXCEPTIONS:** In case of emergencies, special projects, safety related situations, etc., M-DCPS reserves the right to assign work to other contractors not awarded this bid.

10. **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).

11. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.

12. **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 Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 068-GG06	BUYER G. Jackson	PAGE SC3
Tree, Palm and Shrub Pruning/Removal		

SPECIAL CONDITIONS CONTINUED

13. **CONE OF SILENCE:** A Cone of Silence is applicable to this solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

Mr. Greg Jackson, Buyer
Procurement Management
Fax #305-523-2214
E-mail: gjackson@dadeschools.net

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

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	068-GG06	BUYER	PAGE
		Greg Jackson	SC 4
Tree, Palm and Shrub Pruning/Removal			

VENDOR QUALIFICATIONS CHECKLIST

- ☐ Vendor must be duly licensed as a Contractor with a Certified Arborist (certificate)
- ☐ Vendor 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 two (2) years experience for tree trimming as a certified arborist in the South Florida area.
- ☐ Occupational License

Miami Dade County Public Schools
Bid # 068-GG06
"TREE, PALM & SHRUB PRUNING/REMOVAL"
Specifications

PART 1 GENERAL

1.00 SUMMARY

A. Purpose

The purpose and intent of this term bid is to pre-approve vendors and establish a term contract for tree trimming, tree removal, shrub removal and stump removal. The following document constitutes an Invitation to Quote (ITQ) from Miami Dade County Public Schools (MDCPS) for experienced professional arborist firms to provide professional services for the pruning and/or removal of trees, palms and shrubs on MDCPS sites.

The objective of the ITQ and subsequent contracting activity is to secure the services of experienced, qualified arborist vendors (two years minimum) who are capable of efficiently and effectively providing professional services for the many school sites located throughout the area of Dade County. The approved vendors must be capable of assembling, directing, and managing a work force that can complete the approved scope of work for each site. Proposals will be solicited on the anniversary of each extension period, in order to expand the pool of eligible providers for these services. Subject to approval, these additional proposals will be evaluated and approved in accordance with the terms of the bid proposal and specifications, and added to the pool as they become available

B Working Day

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

C. Site Inspection

1. The vendor shall have visited the sites and shall have inspected, be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate to fully understand the facilities, difficulties and restrictions attending the execution of the work. The vendor shall also thoroughly examine and be familiar with all the specifications and references herein.

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2. Failure or omission of the vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the vendor to additional compensation after a notice to commence and a purchase order is issued.

D. Emergency Response

Where an emergency is deemed to exist by the M-DCPS authorized representative, the vendor shall be required to respond on a verbal notice to proceed issued by the Procurement Management Services or the M-DCPS authorized representative. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action.

E. Inspection and Punch list:

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:

During the execution of projects performed under this contract, the MDCPS authorized representative will regularly inspect the work for quality of materials and/or installation. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative.

3. Final Inspection:

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

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4. Stoppage of work:

M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS authorized representative or the Inspector;

- a. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.
- b. The vendor's activities results in damage to District property.
- c. The vendor's activities interfere with the normal operation of the facility or its program.
- d. Any other condition, situation, or circumstance which, in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.

F. Communication and Protocol

1. 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.
2. The vendor shall assign and provide an Operations Manager to serve as the principal liaison between the M-DCPS representative and the vendor's forces. The assigned Operations Manager must be knowledgeable of all facts of the vendor operations AT ALL TIMES.
3. The vendor shall be responsible for control of pedestrian and vehicular traffic in the assigned work area AT ALL TIMES.
4. The vendor shall supervise and direct the work, using professional skilled labor and proper equipment for all assigned and approved tasks. Safety of the vendor personnel and equipment is the responsibility of the vendor. Additionally, the vendor shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.

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“TREE, PALM & SHRUB PRUNING/REMOVAL”
Specifications

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidders must be qualified and properly licensed to perform the scope of the work described herein. The vendor must be duly licensed as a Contractor with a Certified Arborist to perform the work in accordance with the State of Florida, Tree Care Industries Association, Miami-Dade County and any applicable local code requirements.
- B. The vendor must provide verification of staffing a licensed certified arborist for the past two years with verification of associated certificates of updated paperwork for CEU's. In addition, the certified arborist shall be trained in climbing with roping capabilities and provide all associated verification and documentation for this training with updated CEU's and certification. A certified arborist shall be used by the vendor to direct all pruning operations.
- C. Prior to award of this contract, vendors shall provide a minimum of three letters of reference of similar work performed within the South Florida area, and shall include documentation of at least two years experience for tree trimming as a certified arborist in the South Florida area.
- D. 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.
- E. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- F. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Rule 6GX1 3-4-1.05.
- G. Vendor shall insure that all of its personnel engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned.
- H. All personnel employed by the vendor when applicable, shall display at all times an identification badge or company uniform 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.

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- I. The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.
- J. The vendor must provide proof of ownership or ability to acquire the necessary equipment in order to complete the work involved with the tree, palm and shrub pruning and or removal as outlined in the specifications. The equipment includes but not limited to the following: chippers (0-22" diameter), stump grinders, bucket trucks (55' reach & 75' reach), self loading trucks (20-40 yards min.), small mobile articulating loaders and access to cranes or excavators for the removal of very large trees as required.
- K. All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and transfer trailers used to haul debris must be equipped with a tailgate and bed cover that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. No crawler or steel tracked vehicles will be allowed on school sites. All vehicles are to be in good, safe working order at all times, with no "monsterized" vehicles allowed on school sites.
- L. The vendor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the M-DCPS site, the vendor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other methods of securing debris shall be provided by the vendor to prevent reduction by-products and other materials from being blown from the bed during hauling to disposal sites. The vendor shall be held liable for removal of spilled debris on to roadways or damage caused by spilling of debris during transport to the approved disposal sites. The vendor is responsible for any damage caused by the operation of their hauling vehicle and/or damage caused to others property while transporting debris to the approved disposal site.
- M. The vendor shall utilize equipment and trucks that with signs or markings indicating the Owner/Operator's name and a unique equipment

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identification number. Signs shall be maintained in an easily readable fashion for the duration of the work.

1.03 REFERENCES

- A. Florida Building Code (FBC), and associated codes and standards referenced therein. Latest Edition
- B. Miami-Dade County Public Schools Master Specifications Guidelines Sections:
 - 1. 02900 - Landscaping
 - 2. 02910 - Tree Relocation
 - 3. 02931 - Tree and Plant Protection
 - 4. 02935 - Sodding
 - 5. Other Master Specifications Guidelines as applicable to the project scope. (Note: These Master Specifications may be accessed on the internet at

<http://facilities.dadeschools.net/default.aspx?id=masterspec2004>
- C. Tree Care Industry Association
- D. ANSI A300 - Standards for Tree Care Operations
- E. Miami Dade County Tree Ordinance

NOTE: Where conflicting specifications exist between reference documents, or any specifications contained herein, the more restrictive specification will prevail. Trade association general standards referred to in the reference documents will be interpreted based on the most recent revision.

1.04. DEFINITIONS

- A. Owner
Shall mean the School Board of Miami-Dade County, Florida, also referred to as M-DCPS or the Board.
- B. Site Representative
Shall mean the senior administrator or designee at the facility where services are being provided.

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- 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.
- H. Punch List

Is a list of items which have been identified as not acceptable or not complete 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 which shall require a response from the vendor within twenty-four (24) hours.

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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 incidental thereto.

1.05 PERMITS

This work will be accomplished under the auspices of the M-DCPS Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for obtaining this Permit.

The vendor shall obtain all permits necessary to complete the work and shall be responsible for determining what additional permits and licenses are necessary to perform under the contract for the local municipality for the scope of work. Copies of all permits and licenses shall be submitted to the M-DCPS as soon as available.

PART 2 EXECUTION

2.00 MATERIALS

1. Tree pruning compound or paint is not permitted unless specifically authorized by the M-DCPS authorized representative.
2. Topsoil shall be 80/20 mix, 80% clean sand passing a #4 sieve and 20% muck, free from deleterious debris and thoroughly mixed.

2.01 GENERAL REQUIREMENTS OF THE WORK

The vendor shall provide professional and safe equipment, operators and laborers to complete all specified line items in this bid document. The vendor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all associated equipment for items under this contract.

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The overall scope of work shall consist of pruning/removing palms, trees and shrubs and removal of all associated debris as directed by the M-DCPS representative and included in the Site Scope Meeting. During the course of this contract, and once the assigned locations have commenced, the vendor shall not relocate any equipment or labor assets, including sub-vendors without giving 24 hours advanced notice of the intended relocation to the MDCPS representative. In addition to this requirement for advanced notice, the vendor will complete all assigned work as outlined in the Scope of Work at the 1st assigned site prior to relocating to a 2nd assigned site. Vendors shall not deviate from assigned area or sites at any time.

A. Tree removal:

Complete tree removal to consist of felling, cuffing up, stump removal, grinding or removal of all surface roots to a depth of 6" below surrounding grade, leaving work area safe and level within the area previously shaded by the canopy. All areas to be hand raked, left broom clean and all debris to be collected/ transported to a suitable disposal site.

B. Stump and Surface Root Removal or Grinding:

Stump and all visible surface roots shall be completely removed or ground to a depth of 6" below grade leaving work area clean level and safe with NO holes or depressions. If soil is required for leveling of area, it shall be included as back fill consisting of 80% sand and 20% muck spread to match surrounding grade with topsoil.

C. Tree Pruning and Shaping:

1. Branch and tree top pruning, trimming, and shaping, including removal of dead wood, diseased wood, or objectionable wood as defined by the National Arborist Association and the Tree Care industry Association in the "Pruning Standards for Shade Trees".
2. All trimmed wood and foliage shall be collected with all work areas raked and left broom clean.
3. Trees or palms which are not readily accessible will be pruned by certified arborist climbers at no additional cost to M-DCPS. The use of spikes for climbing palms or trees is not permitted.
4. Palm pruning shall include the removal of dead, dying and damaged palm fronds at the 3 and 9 o'clock levels, fruit, inflorescence, sheaths, pods and lower seedling plants at the main trunk base. There shall be NO hurricane cutting allowed.

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5. The severe pruning referred to as "Hat Racking", "Lion Tail" or other improper pruning procedures which result in a deformed or injured tree will not be permitted, authorized or paid for by M-DCPS and must be corrected by the vendor at no cost, except that all mature trees damaged will be replaced with a comparable tree of the same size or greater. Any repeated occurrence shall constitute grounds for termination of this contract and result in full disclosure to the proper authorities for prosecution under the law.

D. Shrubbery or Hedge Removal:

Complete hedge or shrub removal including all roots, branches, and foliage includes the removal of all surface roots to a depth of 6" below surrounding grade leaving work area clean level and safe with NO holes or depressions. If soil is required for leveling of area, it shall be included as back fill consisting of 80% sand and 20% muck spread to match surrounding grade with topsoil.

2.02 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 detailed proposal to Procurement Management Services within five (5) working days of the Project Site Scope Meeting, unless otherwise specified. 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 Services. The proposal shall contain, at a minimum, the firm, fixed price to complete the work, a list of materials, equipment, itemized cost of any special conditions, alternates, extended warranties or options, labor hours and subcontractors, if any. The proposal shall also contain the relative project schedule and estimated time frame for completion as mutually agreed upon during the Project Site Scope Meeting. Vendor shall guarantee the price for one hundred twenty days from the date of submittal.
- C. The vendor submitting the lowest cost meeting specifications shall be awarded the project on a lump sum basis.

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- D. The vendor shall be required to submit a project schedule within five workdays after issuance of a Notice-to-Commence. This schedule shall conform to the project's duration period as stipulated at the Site Scope Meeting.
- 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:

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

2.03 PROJECT EXECUTION

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

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contact information to the M-DCPS authorized representative and the Site Administrator.

- D. If, during the course of the work, any unforeseen hazards are encountered, the vendor shall immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.
- E. M-DCPS reserves the right to award to approved vendors, on a rotating basis, 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.

2.04 CHANGE OF SCOPE OF WORK

A. Owner Request

- 1. After issuance of a purchase order and commencement of a project, the scope may be changed for reasons including, but not limited to, unforeseen circumstance or owner's request. In the event the change in scope entails additional work at owner's request, the M-DCPS authorized representative may issue a request for proposal (RFP) to the vendor assigned the project in order to maintain continuity and progress of the work, however, this does not preclude the District from obtaining additional proposals, from other contractors. 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.

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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. 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 MDCPS authorized representative within three working days of identifying the need. This RCS shall contain all necessary information, including detail of material and labor costs, as well as any adjustments to the completion schedule.
 2. Additional contract costs and/or credits shall be reached through mutual agreement.
 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, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. Physical barriers will not be removed until the area is made safe and all debris is collected. The vendor shall also insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. Any such damage shall be corrected by the vendor at the vendor's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.

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- B. It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material on a daily basis, and shall do so in conformance with applicable laws codes and ordinances.
- C. Vendor, its employees shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without permission prior to commencement of project from the M-DCPS authorized representative.
- D. Vendor's materials, equipment and tools which are not in use shall be stored in a secured location supplied by the vendor.
- E. M-DCPS is not responsible for loss of tools, equipment or supplies.
- F. Site shall be left in a neat, clean and raked condition upon completion of work.
- G. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.
- H. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.
- I. Equipment leaking fuel or oil will be immediately removed from Board property.
- J. Burning of any material on Board property is not permitted under any circumstances.
- K. No Private Property Access. Access to each school site shall be through normal access points with prior authorization from the M-DCPS representative.
- M. Under no circumstances will the vendor seek or accept requests from private property owners to perform similar scope of work while engaged in M-DCPS projects simultaneously.
- N Vendors shall strictly adhere to equipment and safety specifications and requirements at all times during project.
- O. Vendors shall be directly responsible for damages caused by their crews and/or subcontractors and shall repair all such damages at their own expense.

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PART 4 TERMINATION, REMEDY & ADDITIONAL CONSIDERATIONS

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor and due process requirements.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and default the vendor if material or procedures are used other than those specified.
- C. The M-DCPS shall have the right to terminate a contract or a part thereof before the work is completed in the event:
 - 1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 2. The vendor is not adequately complying with the specifications.
 - 3. Proper techniques are not being followed after warnings and written notification has been submitted by M-DCPS to the vendor.
 - 4. The vendor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity as outlined in the specifications.
 - 5. The vendor (s), in the judgment of the M-DCPS, is unnecessarily or willfully delaying the performance and completion of the work.
 - 6. The vendor refuses to proceed with work when and as directed by the M-DCPS Representative.
 - 7. The vendor abandons the work.
 - 8. The vendor employs subcontractors who are on the Federal debarred listing.
- D. In the event that the vendor fails to perform any of the services in a satisfactory, timely manner and in compliance with the terms and conditions of this contract, M-DCPS shall issue a written notice to the vendor, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the vendor,

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accomplish the work in any manner it chooses, with all direct and indirect costs of such work being borne by the vendor.

- E. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which is 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. The vendor shall be responsible for correcting any notices of violations or traffic tickets issued as a result of the vendor or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the M-DCPS.
- G. Exercise of any provision of this section does not preclude the District from pursuing remedies available through law, rule or any other provision of this contract.
- H. The vendor shall be responsible for any damage to private or public property that results from the removal or pruning of trees, palms and shrubs as outlined in the specifications of the bid. Such damage may include, but not be limited to, damage to sidewalks and driveways, sprinkler systems, mailboxes, fences, roadways, bridges, buildings, signs etc. The MDCPS inspectors and/or representative will determine where repairs are required. The decision of the M-DCPS representative is final.
- I. Repair of damaged areas will be performed immediately. The affected area or item will be restored to equal or better than its original condition.

PART 5 NON-EXCLUSIVITY

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

PART 6 INVOICING AND RATES

- A. The invoice document shall contain, as a minimum, the following information, as appropriate:
 - 1. M-DCPS purchase order number and release number, when appropriate).
 - 2. Scope of work performed.
 - 3. Start and completion time and date(s) of work performed.

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4. Work location where services were provided.
 5. Written warranty.
- B. Vendor must provide an invoice detailing each school site/location, purchase order number, date of service provided and the amount being invoiced.
- C. 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 travel, waste and/or surplus materials.
- D. Invoices and required documents 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. All rates are to be an all-inclusive cost, including the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control, permits, insurance, liability insurance, workman's compensation and any other related costs.

PART 7 WARRANTY

- A. Warrant for a period of one year after final acceptance. Apply warranty to all materials and quality of work. Normal tree growth and overall health of the trimmed trees and shrubs shall continue through the warranty period. Improper pruning, careless tree removal, and other inappropriate procedures by the vendor must be corrected where identified within two weeks from the date of job completion. Warranty work will be corrected within two weeks of written notice to the vendor.
- B. Neither the final payment nor any provision in the contract documents shall relieve the vendor of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

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PART 8 VENDOR PETROLEUM, OIL, and LUBRICANT (POL) SPILLS

- A. The vendor shall be responsible for reporting to the MDCPS and cleaning up of all petroleum, oil, lubricant (POL) spills caused by the vendor's operations.
- B. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations, and at the sole cost of the vendor.
- C. Spills other than on-the-site shall be reported to the National Response Center, and the M-DCPS immediately following discovery. A written follow-up shall be submitted to the M-DCPS not later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - 1. Description of the material spilled (including identity, quantity, etc.)
 - 2. Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
 - 3. Exact time and location of spill, including description of the area involved.
 - 4. Receiving stream or waters.
 - 5. Cause of incident and equipment and personnel involved.
 - 6. Injuries or property damage.
 - 7. Duration of discharge.
 - 8. Containment procedures initiated.
 - 9. Summary of all communications the VENDOR has had with press or other officials.
 - 10. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
 - 11. Corrective actions taken to prevent reoccurrence of similar event.