



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

BIDDER QUALIFICATION FORM

BID NO. 077-DD06

BID TITLE Tree Trimming and Fence Line Clearing

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 May 25, 2004 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 Bids may not be withdrawn for 120 days after opening.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, its members, officers and employees.

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

Refer to INSTRUCTIONS TO BIDDERS, para. VII.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

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

Legal Name of Vendor _____

Mailing Address _____

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

Telephone No. _____ **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**

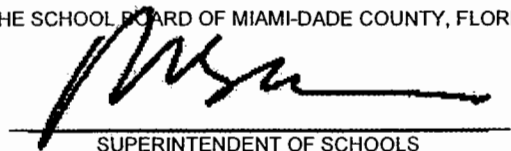
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are 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

Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

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

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

R

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 077-DD06	BUYER G. Jackson	PAGE SC
TITLE Tree Trimming and Fence Line Clearing		

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for 18 months 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** additional **one** 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. All prices shall be firm for the term of the contract. The successful bidder(s) agrees to this condition by signing its bid.
2. **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.
3. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for Friday, May 14, 2004, at 10:00am in the Maintenance Conference Room at 12525 N.W. 28 Avenue, Miami, Florida 33132. All participating vendors are encouraged to attend.
4. **COMPLETION OF WORK:** Schedule for completion of work at each location shall be mutually agreed upon by M-DCPS and the vendor. Location, schedule and scope of work will be indicated on each purchase order.
5. **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.
6. **AWARD:** This term bid will be awarded to a primary contractor and one (1) alternate contractor. At its sole discretion M-DCPS reserves the right to assign work simultaneously to the primary and alternate contractor.
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.

BID 077-DD06	BUYER G. Jackson	PAGE SC2
TITLE Tree Trimming and Fence Line Clearing		

SPECIAL CONDITIONS CONTINUED

10. **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.
11. **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).
12. **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>.
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 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.

BID	077-DD06	BUYER	G. Jackson	PAGE	SC3
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TITLE

Tree Trimming and Fence Line Clearing

SPECIAL CONDITIONS CONTINUED

14. **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

15. **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

The School Board of Miami-Dade County, Florida
 Bid #077-DD06
 Tree Trimming and Fence Line Clearing

BID PROPOSAL FORM (FORMAT B)				PLEASE COMPLETE ALL SHADED AREAS	
Type or print in this box the					
complete name of the bidder:					
Bid # 077-DD06					
Title: Tree Trimming and Fence Line Clearing					
Buyer: G. Jackson				NAME OF BIDDER:	
ITEM	DESCRIPTION OF ITEM	EST.			
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____	QTY	UNIT	UNIT PRICE	
	Provide all necessary labor, equipment, supervision transportation, and disposal of debris for tree trimming and fence line clearing services at Miami-Dade County Public Schools' facilities in accordance with attached Specifications and Special Conditions. Items 1 through 113 shall be awarded on a total low bid basis. Vendor must bid all items.				
	GROUP #1: Items 1-18 - Complete tree removal including canopy, stump and surface roots.				
	0' to 10' Tree Height				
1	0' - 10' Canopy Diameter	6	Each		
2	11' - 20' Canopy Diameter	6	Each		
3	21' - 30' Canopy Diameter	2	Each		
	11' to 20' Tree Height				
4	0' - 20' Canopy Diameter	3	Each		
5	21' - 40' Canopy Diameter	8	Each		
6	41' - Up Canopy Diameter	5	Each		
	21' to 30' Tree Height				
7	0' - 20' Canopy Diameter	3	Each		
8	21' - 40' Canopy Diameter	6	Each		
9	41' - Up Canopy Diameter	8	Each		
	31' to 40' Tree Height				
10	0' - 20' Canopy Diameter	3	Each		
11	21' - 40' Canopy Diameter	8	Each		
12	41' - Up Canopy Diameter	8	Each		
	41' to 50' Tree Height				
13	0' - 20' Canopy Diameter	2	Each		
14	21' - 40' Canopy Diameter	8	Each		
15	41' - Up Canopy Diameter	8	Each		
	51' to 100' Tree Height				
16	0' - 20' Canopy Diameter	2	Each		
17	21' - 40' Canopy Diameter	5	Each		
18	41' - Up Canopy Diameter	5	Each		
	Note: Single trunk palm removal shall be computed the same as trees in the 0' - 20' canopy diameter based on height.				

The School Board of Miami-Dade County, Florida
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	Group II: Items 19 - 23 - Stump and Surface Root Grinding or Removal				
19	0" - 12" Diameter	8	Each		
20	13' - 24" Diameter	8	Each		
21	25" - 48" Diameter	2	Each		
22	49" - 96" Diameter	2	Each		
23	Stump removal/no roots under 12' diameter	2	Each		
	Group III: Items 24 through 30 - Tree pruning and shaping per attached specifications: Fine pruning				
24	0' - 10' Diameter	3	Each		
25	11' - 20' Canopy Diameter	3	Each		
26	21' - 30' Canopy Diameter	3	Each		
27	31' - 40' Canopy Diameter	3	Each		
28	41' - 50' Canopy Diameter	3	Each		
29	51' - 60' Canopy Diameter	3	Each		
30	61' - And Greater Diameter Canopy	3	Each		
	Group IV: Items 31 through 37 - Tree pruning and shaping per attached specifications: Standard pruning.				
31	0' - 10' Canopy Diameter	675	Each		
32	11' - 20' Canopy Diameter	675	Each		
33	21' - 30' Canopy Diameter	675	Each		
34	31' - 40' Canopy Diameter	750	Each		
35	41' - 50' Canopy Diameter	750	Each		
36	51' - 60' Canopy Diameter	900	Each		
37	61' - And Greater Canopy Diameter	1050	Each		
	Group V: Items 38 through 44 - Tree pruning and shaping per attached specifications: Hazard pruning.				
38	0' - 10' Canopy Diameter	5	Each		
39	11' - 20' Canopy Diameter	5	Each		
40	21' - 30' Canopy Diameter	5	Each		
41	31' - 40' Canopy Diameter	5	Each		
42	41' - 50' Canopy Diameter	5	Each		
43	51' - 60' Canopy Diameter	5	Each		
44	61' - And Greater Canopy Diameter	5	Each		
	Group VI: Items 45 through 72 - Tree pruning and shaping per attached specifications: Canopy reduction pruning.				
	1% to 10% Canopy Reduction				
45	0' - 10' Canopy Diameter	8	Each		
46	11' - 20' Canopy Diameter	8	Each		
47	21' - 30' Canopy Diameter	8	Each		
48	31' - 40' Canopy Diameter	23	Each		
49	41' - 50' Canopy Diameter	23	Each		
50	51' - 60' Canopy Diameter	23	Each		
51	61' - And Greater Canopy Diameter	23	Each		

The School Board of Miami-Dade County, Florida
 Bid #077-DD06
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	11% to 25% Canopy Reduction				
52	0' - 10' Canopy Diameter	8	Each		
53	11' - 20' Canopy Diameter	8	Each		
54	21' - 30' Canopy Diameter	15	Each		
55	31' - 40' Canopy Diameter	30	Each		
56	41' - 50' Canopy Diameter	30	Each		
57	51' - 60' Canopy Diameter	30	Each		
58	61' - And Greater Canopy Diameter	38	Each		
	26% to 50% Canopy Reduction				
59	0' - 10' Canopy Diameter	8	Each		
60	11' - 20' Canopy Diameter	8	Each		
61	21' - 30' Canopy Diameter	45	Each		
62	31' - 40' Canopy Diameter	45	Each		
63	41' - 50' Canopy Diameter	68	Each		
64	51' - 60' Canopy Diameter	150	Each		
65	61' - And Greater Canopy Diameter	180	Each		
	51% to 75% Canopy Reduction				
66	0' - 10' Canopy Diameter	8	Each		
67	11' - 20' Canopy Diameter	8	Each		
68	21' - 30' Canopy Diameter	8	Each		
69	31' - 40' Canopy Diameter	23	Each		
70	41' - 50' Canopy Diameter	30	Each		
71	51' - 60' Canopy Diameter	38	Each		
72	61' - And Greater Canopy Diameter	45	Each		
	Group VII Palms: Items 73 through 81 - Remove dead and damaged fronds, fruits and pods.				
	10% Frond Reduction				
73	0' - 25' Tree Height	38	Each		
74	26' - 50' Tree Height	38	Each		
75	51' - Up Tree Height	38	Each		
	40% Frond Reduction				
76	0' - 25' Tree Height	30	Each		
77	26' - 50' Tree Height	450	Each		
78	51' - Up Tree Height	45	Each		
	70% Frond Reduction (Hurricane cut)				
79	0' - 25' Tree Height	45	Each		
80	26' - 50' Tree Height	68	Each		
81	51' - Up Tree Height	45	Each		
	Group VIII: Items 82 through 84 - Fence Line Clearing				
82	Rough over growth fence clearing (per lineal foot)	22,500	L/FT		
83	Medium over growth fence clearing (per lineal foot)	22,500	L/FT		
84	Light over growth fence clearing (per lineal foot)	15,000	L/FT		

Public School Board of Miami-Dade County, Florida

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Tree Trimming and Fence Line Clearing

	Group IX: Items 85 through 88 - Shrubbery and Hedge Removal				
85	0' - 5' High Hedge 0' - 3' Wide (Per lineal foot)	38	L/FT		
86	0' - 5' High Hedge 3' - 6' Wide (Per lineal foot)	38	L/FT		
87	5' - 10' High Hedge 0' - 3' Wide (Per lineal foot)	38	L/FT		
88	5' - 10' High Hedge 3' - 6' Wide (Per lineal foot)	38	L/FT		
	Group X: Items 89 through 92 - Shrubbery and Hedge Trimming				
89	1 - 10% Reduction (Per lineal foot)	450	L/FT		
90	11 - 25% Reduction (Per lineal foot)	450	L/FT		
91	26 - 50% Reduction (Per lineal foot)	150	L/FT		
92	51 - 75% Reduction (Per lineal foot)	75	L/FT		
	Group XI: Items 93 through 95D - Fertilization				
93	Provide and apply systemic application of fungicide and pesticide with micro nutrients to the crown/heart of palm trees (all sizes)	8	Application		
94	Fertilization of palm trees (All sizes)	900	Application		
95	Fertilization of shade trees (All sizes)				
	A. 0 - 12" Diameter	45	Application		
	B. 13" - 24" Diameter	45	Application		
	C. 25" - 48" Diameter	45	Application		
	D. 49" And Over	45	Application		
	Group XII: Items 96 through 113 - Reset tree from fallen to upright position including all root pruning and any other agronomic procedures necessary to insure successful reset.				
	0' to 10' Tree Height				
96	0' - 10' Canopy Diameter	38	Each		
97	11' - 20' Canopy Diameter	30	Each		
98	21' - 30' Canopy Diameter	30	Each		
	11' to 20' Tree Height				
99	0' - 20' Canopy Diameter	30	Each		
100	21' - 40' Canopy Diameter	38	Each		
101	41' - Up Canopy Diameter	45	Each		
	21' to 30' Tree Height				
102	0' - 20' Canopy Diameter	8	Each		
103	21' - 40' Canopy Diameter	38	Each		
104	41' - Up Canopy Diameter	38	Each		
	31' to 40' Tree Height				
105	0' - 20' Canopy Diameter	15	Each		
106	21' - 40' Canopy Diameter	60	Each		
107	41' - Up Canopy Diameter	75	Each		
	41' to 50' Tree Height				
108	0' - 20' Canopy Diameter	2	Each		
109	21' - 40' Canopy Diameter	60	Each		
110	41' - Up Canopy Diameter	75	Each		
	51' to 100' Tree Height				
111	0' - 20' Canopy Diameter	2	Each		
112	21' - 40' Canopy Diameter	8	Each		
113	41' - Up Canopy Diameter	23	Each		
	Total Low:				

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# 077-DD06

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 \$1,000,000 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 Ms. La-Chane Clark at 305-995-7133.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
TREE TRIMMING AND FENCE LINE CLEARING
SPECIFICATIONS**

PART 1 GENERAL

1.00 SUMMARY

A. Purpose

The purpose and intent of this term bid is to secure firm prices and establish a term contract for tree trimming, tree removal, shrub removal, stump removal and fence line clearing.

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.
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

Bid #077-DD06 - Tree Trimming and Fence Line Clearing

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 in any manner deemed to be in the best interests of the District and back charging the vendor all associated costs.

E. Inspection and Punchlist:

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

2. Progress Inspection:

During the execution of projects performed under this contract, the M-DCPS 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 effected 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, 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

Bid #077-DD06 - Tree Trimming and Fence Line Clearing

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. Subcontracting:

Subcontracting is permitted under this contract upon written approval of the M-DCPS authorized representative. The vendor shall submit a list of subcontractors prior to engagement. M-DCPS reserves the right to reject any subcontractor. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor.

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.

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.
- B. 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 three years experience in tree trimming.
- 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 6GX13-4-1.05. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.

Bid #077-DD06 - Tree Trimming and Fence Line Clearing

- G. 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 to perform the work assigned. Vendor may be requested at any time to provide evidence of such qualifications.
- H. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- I. The vendor's employees, subcontractors and its employees, and any other personnel, including materialmen engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.

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://facil.dade.k12.fl.us/facplan/masterspec.htm>)
- 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

Bid #077-DD06 - Tree Trimming and Fence Line Clearing

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.

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 #077-DD06 - Tree Trimming and Fence Line Clearing

H. Punch List

Is 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 as determined by the M-DCPS authorized representative which shall require a response from the vendor within twenty-four (24) 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 incidental thereto.

1.05 PERMITS

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

PART 2 EXECUTION

2.00 MATERIALS

1. Tree Pruning Compound is not permitted unless specifically authorized by the MDCPS authorized representative.
2. Sod shall be Saint Augustine Floratam, well rooted and free from weeds.

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3. 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 EXECUTION

A. Tree removal:

Complete tree removal to consist of felling, cutting up, stump removal, grinding or removal of all surface roots to a depth of 4" below surrounding grade, leveling with topsoil, and re-sodding within the area previously shaded by the canopy. All areas to be raked and left broom clean. All debris will be collected and transported to a suitable disposal site.

B. Shrubbery or Hedge Removal:

Complete hedge or shrub removal including all roots, branches, and foliage. Remove all surface roots to a depth of 4" below surrounding grade, level with topsoil as needed to match existing grade, and re-sod as directed by the MDCPS representative.

C. Stump and Surface Root Removal or Grinding:

1. Stump and all visible surface roots shall be completely removed or ground to a depth of 4" below grade.
2. Vendor will back fill all areas to match surrounding grade with topsoil consisting of 80% sand + 20% muck.
3. All areas covered with topsoil will be sodded in conformance with MDCPS Master Specifications Guidelines.

D. 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/Tree Care industry Association in the "Pruning Standards for Shade Trees".
2. All trimmed wood and foliage shall be collected and transported to a suitable disposal site and all areas raked and left broom clean.
3. Trees or palms which are not readily accessible will be pruned or removed by hand at no additional cost to MDCPS.

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4. "Hat Racking", "Lion Tail" or other improper pruning procedures which result in a deformed or injured tree will not be paid for by MDCPS 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.

E. Fence Line Clearing:

1. Rough growth - fence lines that have trees, stumps, surface roots, and branches growing over, under, and through the fencing.
2. Medium overgrowth-heavy wooded overhang, large climbing vines, palm trees, Florida holly, or heavy brush growth through the fence.
3. Light overgrowth-tall weeds, grasses, debris, and foliated overgrowth.
4. Clearing Procedures: Fence lines shall be cleaned of all overgrowth, through growth, and undergrowth from 12" below grade to point 12' above ground level. All foliage and plants are to be removed for 5' on each side of fence except for trimmed grass and ornamental plants. All trash and debris within this 5' zone is to be raked up, collected, and transported to a suitable disposal site.
5. An herbicide, "Roundup" or equivalent, is to be applied by sprayer to the grass at the bottom of the fence line and outward for 6" all along the cleared area on both sides of the fence. Vendor shall perform any fence disassembly and reassembly needed to facilitate the clearing of the fence line or to permit access of the vendors' equipment and personnel. Fence damage caused by plant growth is not the vendors' responsibility but must be brought to the attention of the MDCPS authorized representative during the initial estimate inspection. All fence damage not identified before the start of work shall be repaired by the vendor in accordance with MDCPS specifications.

2.03 REPAIR AND REPLACEMENT OF TREES

- A. Repair trees damaged by excessive or improper pruning. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees. Repairs will be directed by the arborist provided by the vendor.
- B. Remove and replace dead and damaged trees which are determined by the arborist

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or the M-DCPS authorized representative to be incapable of being restored to a normal growth pattern.

- C. Provide new trees of same size and species as those damaged. Plant and maintain as specified under MDCPS Master Specifications Guidelines Section 2900.
- D. If trees over 6" in caliper measurement (taken 12" above grade) are required to be replaced, provide new trees of 6" caliper size and of species selected by the MDCPS representative.

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.
- 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 and /or assigns 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.

Bid #077-DD06 - Tree Trimming and Fence Line Clearing

- 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 Owner's property is not permitted under any circumstances.

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

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

- 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.
 4. Work location where services were provided.
 5. Written warranty.
- B. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for travel, waste and/or surplus materials.
- C. 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.
- D. 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.

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 one year 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.