

COMPLETE USING
TYPEWRITER
OR
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ONLY.



School Board Administration Building
1450 Northeast Second Avenue
Miami, Florida 33132

Direct all inquiries to the
Bureau of Procurement and
Materials Management.

BUYER NAMED:
L. Leasburg-Kramer
PHONE: (305) 995-2305
TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 078-CC01 BID TITLE MOVING OF FURNITURE AND EQUIPMENT
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON March 6, 2003 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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

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

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. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond _____ Check (Cashier's, Certified, or Equal) _____

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____
MAILING ADDRESS : _____
CITY, STATE, ZIP CODE : _____
TELEPHONE NUMBER : _____ FAX # _____
BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE
NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS TO BIDDERS

I. PREPARING 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 define 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 its 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 IX: Packaging.

2. PROTEST OF SPECIFICATIONS. Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.

3. 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.

4. 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 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).

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 your company being removed from the School Board's bid list.

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff;
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.

C. 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 re-solicitation on any future 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 their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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. 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 re-bids. 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. AWARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375 each Friday to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, bidders may invoke the provisions of §120.569, Fla.Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

C. OFFICIAL AWARD DATE. Awards become official when made unless otherwise specified in the award recommendation.

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 in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are

determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibility.

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

VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. 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 VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined therein, 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 their 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.

VII. 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.

Revised April 1999

C. Bidder must obtain, from Materials Control 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 CONTROL TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: (305) 995-3290

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

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

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

G. **EVALUATION AND TEST RESULTS.** Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact the Materials Control Testing and Evaluation for further details.

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

IX. **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)

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

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

XII. **ENVIRONMENTAL PRODUCTS.** Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIII. **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 the invoice | |

D. **PAYMENT.** Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.

XIV. **NO GRATUITY POLICY.** It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XV. **COMPLIANCE WITH FEDERAL REGULATIONS.**

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and its 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 Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment

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

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

**BID PROPOSAL FORM (FORMAT A)
FLORIDA**

MIAMI-DADE COUNTY PUBLIC SCHOOLS

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID 078-CC01	BUYER Linda Leasburg-Kramer	PAGE SC 1
TITLE Relocation of Furniture, Fixtures and Equipment		

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, for the relocation, assembly, installation, and set up, of new and existing office and school classroom furniture and specified fixtures and equipment, in accordance with the attached specifications.
2. **TERM:** The term of the bid shall be for two (2) years from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for two (2) additional one year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement and Materials Management, may if considering to renew, request a letter of intent to renew from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon by the Board. The successful vendor(s) agrees to this condition by signing it's bid.
3. **AWARD:** The School Board of Miami-Dade County will award the contract to the four (4) lowest responsive responsible bidders who offer the total low bid for all items. Vendors must bid all items. M-DCPS reserves the right, before awarding this contract, to require bidders to submit their qualifications. Bidders must meet all specifications and requirements of this bid to be considered for award. Vendors must bid all items.

Successful vendors will be considered the pre-qualified Contractor(s) and will be invited to participate in the quoting process for each relocation project. The Contractor offering the lowest quote for each relocation project, complying in full with all requirements shall be awarded the project. The prices quoted shall be in accordance with the prices awarded in this bid. Contractor(s) may offer lower prices than awarded, but may not exceed the rates and prices awarded as part of this bid. Prices quoted for each relocation project, shall remain fixed for a period of one hundred and eighty (180) days after the commencement of the relocation project.
4. **PRICES:** Prices shall be firm and fixed during the initial year of the contract. At the end of the initial year and as part of the contract extension thereafter, MDCPS may consider an increase or decrease to prices based upon the consumer Price Index and/or the Employment Cost Index, as published by the U.S. Bureau of Labor Statistics. Calculations will be based on the index for the latest month available at the time of renewal.
5. **PRE-BID CONFERENCE:** A pre-bid conference will be held February 11, 2003 in the School Board Auditorium at 1450 N.E. 2nd Avenue. Pre-Bid Conference attendance by the bidder or his qualified representative is recommended for bid acceptance.
6. **DELIVERY:** Delivery and installation shall be completed within 30 days after receipt of purchase order, or as otherwise specified by the MDCPS Capital Improvement FF&E Operations Representative. All deliveries and installation will be made to schools and departments as indicated on each purchase order or as amended in the Capital Improvement Project Schedule and Calendar.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID PROPOSAL FORM (FORMAT A) **TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY**
FLORIDA

BID 078-CC01	BUYER Linda Leasburg-Kramer	PAGE SC 2
TITLE Relocation of Furniture, Fixtures and Equipment		

7. **IDENTIFICATION:** Proper attire and identification must be worn by all of the Contractor(s) employees while performing Relocation Projects at MDCPS schools and facilities.
8. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
9. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.
10. **VENDOR INFORMATION SHEET:** All bidders are encouraged to complete the attached Vendor Information Sheet. In order to conduct business under this contract, MDCPS requires that the successful vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not to be awarded any new business. Vendor applications may be downloaded at <http://procurement.dadeschools.net>
11. **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 workload, 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.
12. **ESTIMATED QUANTITIES:** No guarantee is expressed or implied, as to the amount of projects that will be awarded during the contract period. The School Board of Miami-Dade County, Florida is not obligated to utilize these services, subsequent to the award of this bid.

**BID PROPOSAL FORM (FORMAT A)
FLORIDA**

MIAMI-DADE COUNTY PUBLIC SCHOOLS

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID 078-CC01	BUYER Linda Leasburg-Kramer	PAGE SC 3
TITLE Relocation of Furniture, Fixtures and Equipment		

13. **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).

FORM6-1/98

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid #078-CC01

INDEMNIFICATION

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

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. **If the Vendor is not the installer of the equipment in question, then the Vendor must obtain evidence of the coverages referenced below from the Installer and submit evidence of such to the Office of Risk and Benefits Management.** Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
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 \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance 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 "TV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

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

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

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

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

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

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

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries regarding these requirements should be directed to Ms. La-Chane Clark at 305- 995-7133.

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 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: dcps.dade.k12.fl.us (click District Offices - click Procurement Management).

The School Board of Miami-Dade County, Florida
 Bid #078-CC01
 Relocation of Furniture, Fixtures Equipment

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:

Bid # 078-CC01

Title: Relocation of Furniture, Fixtures & Equipment

Buyer: L. Leasburg-Kramer

**PLEASE
COMPLETE
ALL SHADED**

NAME OF
BIDDER:

ITEM	DESCRIPTION OF ITEM	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL NUMBER (if applicable)
	Furnish all labor, material and equipment for the moving of office and classroom furniture, fixtures and equipment in accordance with the attached specifications. Regular hourly rate for hours 8:00 a.m. Through 5:00 p.m., Monday through Friday, except during observed holidays Award will be based on a total low bid, items 1 through 12. Vendors must bid all items			
1	Crew Of (5), including crew chief, (2) movers/ (2) installers and truck, (as defined in specification 18, Definitions and specification 12, Hourly Rate)	Hourly Labor Rate		
2	Crew Of (7), including crew chief, (3) movers/ (3) installers and truck, (as defined in specification 18, Definitions and specification 12, Hourly Rate)	Hourly Labor Rate		
3	Crew Of (9), including crew chief, (4) movers/ (4) installers and truck, (as defined in specification 18, Definitions and specification 12, Hourly Rate)	Hourly Labor Rate		
4	Crew Of (11), including crew chief, (5) movers/ (5) installers and truck, (as defined in specification 18, Definitions and specification 12, Hourly Rate)	Hourly Labor Rate		
5	Additional Crew Chief	Hourly Labor Rate		
6	Additional Installer	Hourly Labor Rate		
7	Additional Mover	Hourly Labor Rate		
8	Relocation boxes (qty 100), less than 3.0 cubic feet, including two (2) labels per box and one fifty (50) yard roll of tape, delivered to site.	Per 100		
9	Relocation boxes (qty 100), more than 3.0 cubic feet, including two (2) labels per box and one fifty (50) yard roll of tape, delivered to site.	Per 100		
10	Daily cost of additional twenty-five (25) feet truck with tail gate.	Daily Rate		

The School Board of Miami-Dade County, Florida
 Bid #078-CC01
 Relocation of Furniture, Fixtures Equipment

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the
 complete name of the bidder:

Bid # 078-CC01

Title: Relocation of Furniture, Fixtures & Equipment

Buyer: L. Leasburg-Kramer

**PLEASE
 COMPLETE
 ALL SHADED**

NAME OF
 BIDDER:

ITEM	DESCRIPTION OF ITEM	UNIT	PRICE PER UNIT	MANUFACTURER AND MODEL NUMBER (if applicable)
11	Trip charge for delivery to MDCPS warehouse, including the offloading of surplus items.	Per Trip		
12	Trip charge for delivery to County Dump, including the offloading of surplus items.	Per Trip		

Bid #078-CC01
RELOCATION OF FURNITURE FIXTURES AND EQUIPMENT
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requirements. Contractor(s) will need to provide evidence that they have the capabilities for storage or access to storage, as required to support the Relocation Projects, including address of storage facility. Storage facility must be bonded and have climate control space(s). Experience must include relocation, assembly and/or installation of new and existing commercial projects of similar size and scope and provide evidence of completed projects. In addition, the Contractor(s) must provide at least three (3) references (company name, address, size, phone number and date of relocation(s) verifying that they have successfully completed moves of a similar scale (approximately 50, 000 square feet) and complexity within the last two years (2).

5. **REQUIREMENTS:**

The Contractor(s) shall employ qualified individuals as Crew Chiefs, Installers and Movers.

The Crew Chief shall represent the Contractor(s) and communications given to and accepted by the Crew Chief shall be binding upon the Contractor(s). The Contractor(s) should provide in writing the name and working telephone (cellular) number of the assigned Crew Chief(s) at the time quotes are submitted. Changes in assigned Crew Chief(s) should be submitted in writing forty-eight (48) hours prior to commencement of a Relocation Project. Written confirmation of these changes should be received from the office Capital Improvement Projects, FF&E Operations Representative

The Crew Chief is to be in attendance (at all times) at the project site during performance of the Relocation Project. If the Crew Chief fails to provide adequate supervision and guidance in the successful completion of the work assigned, M-DCPS may request that a new Crew Chief be assigned. The Crew Chief is responsible for the preparation and accurate completion of daily Relocation Project time sheets. At the conclusion of work for the day, the Crew Chief should submit the time sheets to the Capital Improvement Projects, FF&E Operations Representative for approval and copies distributed accordingly.

The Crew Chief shall be able to communicate effectively in English.

The contractor(s) should provide the supervision and transportation necessary for Crew Chief and the whole crew in the performance of the Relocation Project and of the physical property (office furniture and classrooms furniture, fixtures and equipment, etc. "FF&E"), from and to the locations as may be designated by M-DCPS.

Packing of cartons may be performed by M-DCPS personnel; however, the Contractor(s) may be asked to pack books, supplies, records and miscellaneous classroom/office items as may be necessary.

Bid #078-CC01
RELOCATION OF FURNITURE FIXTURES AND EQUIPMENT
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6. METHOD OF AWARD:

Award of this contract will be made to the four (4) lowest responsive and responsible bidders who offer the total lowest bid for all items. Those bidders will be considered the pre-qualified Contractor(s) and will be invited to participate in the quoting process for each Relocation Project.

The Contractor offering the total lowest quote for each Relocation Project, complying in full with all requirements shall be awarded that Relocation Project.

The prices quoted shall be in accordance with the prices awarded in this bid. Contractor(s) may offer lower prices than awarded, but many not exceed the rates and prices awarded as part of this bid.

If the Contractor(s) is assigned a Relocation Project under this bid solicitation, the prices quoted by the Contractor(s), for that Relocation Project, shall remain fixed and firm for a period of one hundred and eighty (180) days after the commencement of the Relocation Project.

7. BILLING REQUIREMENTS:

The Contractor(s) should submit to the authorized M-DCPS Capital Improvement FF&E Operations Representative, all invoices in duplicate, including the work order number and purchase order number, time sheets, for payment, within ten (10) working days of completion of the Relocation Project.

Invoices for purchase of boxes/tape/labels must be accompanied by a delivery receipt signed by a staff member of the facility where the delivery was made.

M-DCPS reserves the right to withhold payment on invoices in whole or in part, to the extent reasonably necessary due to defective work not remedied by the Contractor(s):

- a. Damage to the Board or another contractor.
- b. Persistent failure to carry out the Relocation Project in accordance with the Relocation Project requirements.
- c. Failure to submit required documentation.

Payment will be made by M-DCPS within forty-five (45) days of receipt of properly submitted invoices.

All employees working under the terms and conditions of this agreement must be paid a "Living Wage."

Bid #078-CC01
RELOCATION OF FURNITURE FIXTURES AND EQUIPMENT
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10. **NOTIFICATION AND ASSIGNMENT OF RELOCATION PROJECTS:**

Upon award by the Board, the Contractor(s) shall be considered pre-qualified to participate in Relocation Projects that are identified by M-DCPS on an as needed basis.

The Contractor(s) shall receive a quotation package or notification card from the Division of Procurement Management and Materials Testing via mail, facsimile and/or e-mail whenever a Relocation Project is required. This package will include a bidder qualification form, quote form and scope of work document detailing the requirements of the project. The bidder qualification form, quote form must be returned by the date and time indicated, in a sealed envelope, in order for the quote to be considered. The prices submitted in the quote may be lower prices than awarded, but may not exceed the rates and prices awarded as part of this bid.

The Capital Improvement Projects FF&E Operations representative shall notify the Contractor(s) in writing, via facsimile, whenever additional services are required. Quotes for additional services will be submitted via FAX to Capital Improvement Projects FF&E Operations with a copy to the Division of Procurement Management and Materials Testing.

When Relocation Projects are identified, the Contractor(s) may be invited to visit the sites of the proposed Relocation Project to familiarize themselves with all conditions that may affect the Relocation Project, in order to provide the most efficient and economical procedures for relocating.

The Contractor(s) will be invited to submit a written LUMP SUM (flat rate) price quote based on the labor rate, personnel requirements, equipment, etc., including accessory items.

- a. Responses to all proposals and quotes submitted by the successful Contractor(s) shall be clear and legible and must be submitted within the prescribed time frames.
- b. Failure to submit quotes clearly and legible and within the specified time frame, could result in the awarded bidder(s) not being recommended for assignment of the Relocation Project.
- c. Contractor(s) desiring to visit a site for the purpose of familiarizing themselves with the Relocation Project must submit the request in writing to the Capital Improvement Projects FF&E Operations Representative.

All quotes shall be based on the particular Relocation Project for the school and/or facility.

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M-DCPS reserves the right to assign each Relocation Project to the lowest Contractor based on the written price quote or to reject all quotes and obtain the services from another source.

In the event, due to workload, the lowest bidder is unable to accommodate the schedule, M-DCPS reserves the right to assign the Relocation Project to the second lowest Contractor.

Relocation Project work orders (purchase orders) may be assigned by Capital Improvement Projects FF&E Operations Representative, on the awarded hourly labor rates, based on requirements of personnel, equipment, etc., including accessory items. M-DCPS may assign work orders to Relocation Project Contractors, for additional work on a Relocation Project, as may be deemed necessary and required by M-DCPS staff, at the awarded hourly labor rate. M-DCPS may reimburse the Contractor(s) for any reasonable and documented expenses over bid price for any action or inaction on the part of M-DCPS based on the quoted hourly labor rates. Any and all additional expenses shall be documented in writing and have M-DCPS written approval prior to the work being performed.

On Relocation Projects where the hourly rate is being applied, the starting time for the project is the time of arrival at the school and/or facility.

11. PERFORMANCE:

The Contractor(s) shall comply with the requirements of the Relocation Project. Failure to comply with the performance terms of the contract will result in the Contractor(s), not being recommended for the Assignment of future Relocation Projects and will be subject to default proceedings in accordance with Section V.E. of the Instructions To Bidders.

Proper attire must be worn by all employees of the Contractor(s) while performing relocation projects in schools and facilities of M-DCPS. Proper attire will include company shirts. Sleeveless shirts and shorts are not considered proper attire on Relocation Project where school is in session. The Contractor(s) representatives while performing Relocation Projects at M-DCPS facilities must wear proper I.D.

The Contractor(s) shall enforce strict discipline and good order among its employees. The Contractor(s) shall not employ unfit persons, persons not skilled in the tasks assigned in the Relocation Projects and/or individuals not of a good moral character. M-DCPS reserves the right to request that the Contractor(s) remove any individual violating or not meeting the aforementioned criteria.

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Should the Contractor(s) wrongfully cause damage to The Board's property. The Contractor(s) shall assume responsibility and liability for such damage, promptly remedying same.

All Relocation Projects are to be completed within the time specified in the purchase order or if the timeline changes, by MDCPS request, per memo from the office of Capital Improvement Projects, FF&E Operations. Failure to complete the project on time is considered Non-Compliance.

Cost caused by Contractor's delays or by improperly timed activities by Contractor(s) or defective workmanship shall be borne by the Contractor(s).

12. HOURLY RATE:

The rate quoted shall include full compensation for labor, equipment use, packing materials, tools, travel time (to/from school/facility), and any other cost associated with the Relocation Project to the Contractor(s). This rate is assumed to be straight time for all labor, except as otherwise noted. Work orders and supplementary requests may be assigned on a time & materials basis as per the quoted hourly labor rates.

13. LABOR, MATERIALS, TOOLS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR (S):

Unless otherwise specified, the Contractor(s) shall furnish all labor, tools, material and equipment necessary for satisfactory contract performance. Such materials, tools, material and equipment shall be of a suitable type and grade for the purpose.

All materials, workmanship, and equipment shall be subject to the inspection and approval of the Capital Improvement Projects FF&E Operations Representative. The Contractor(s) shall furnish and provide during the Relocation Project all labor, and necessary and required equipment such as, dollies, hand trucks, pads, mats, tools, packing material and any other necessary materials, equipment or tools necessary to complete the Relocation Project on schedule. Under no circumstances should the contractor(s) borrow tools and equipment that are the property of the school and/or facility.

14. ACCESSORY ITEM CHARGES:

The Contractor(s) shall provide all accessory items (boxes, rolls of packing tape, labels, etc.) for packing supplies, books, etc. on an as needed, when needed basis. Accordingly, the Contractor shall indicate the cost of the accessories and materials on its bid proposal form.

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The cost of labels and packing tape for identifying and packing the boxes ordered by M-DCPS, etc. shall be Included in the per box cost.

15. NOTIFICATION PRIOR TO COMMENCEMENT OF WORK:

Whenever possible, M-DCPS will give a minimum lead time of seventy-two (72) calendar hours to the Contractor(s) prior to the desired starting date for any specific assignment. Notification of Emergency relocation projects will be given with the longest possible lead-time.

If M-DCPS cancels the scheduled Relocation Project and fails to provide the Contractor(s) with seventy-two (72) (calendar) hours notice, the Contractor(s) may assess M-DCPS a charge not to exceed (4) four hours at the hourly rate of the crew size requested.

16. OVERTIME:

M-DCPS shall allow overtime payment at a maximum rate not to exceed one and a half (1 ½) times the regular hourly wages quoted by the Contractor(s) in its Bid Proposal Form.

This overtime allowance shall only be provided in those instances where expressly authorized by the Capital Improvement Projects FF&E Operations Representative prior to the commencement of the overtime work. Furthermore overtime work shall not be allowed during the normal workday.

If overtime is required due to the late arrival of the Contractor(s) crew to the Relocation Project site, no overtime shall be allowed to complete the Relocation Project.

17. PROTECTION OF FLOORS, EQUIPMENT AND FURNITURE:

Contractor(s) shall keep the premises and surrounding areas free from accumulation of waste material or rubbish caused by operations under the Contract and shall maintain the premises in a clean, safe manner.

Except as otherwise provided in the Documents, the Contractor(s) shall leave the site clean upon completion of the work. If the Contractor(s) fails to clean up as provided in the Documents, the Board may do so and the cost thereof may be deducted from payment due or to become due.

All removed salvage items and packing materials, which the Board advises the Contractor(s) are not wanted, are the property of the Contractor(s) and shall be

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removed from site prior to the completion of the Relocation Project and properly disposed of. During the course of the Relocation Project the Contractor(s) shall be responsible for picking up all the trash, debris and shipping containers (plastic, cartons and/or wood) and removing from site.

The Contractor(s) shall be responsible for preventing damage to floors and walls and for repairing any and all damages to the owner's property incurred by the Contractor(s).

Wheels of hand trucks, dollies and other relocation equipment shall be rubber covered. Furniture and equipment shall be protected with furniture covers. The Contractor(s) shall be held responsible for damage to the physical plant, office equipment or furniture during Relocation Projects, consequently repairing or replacing damaged furniture and equipment to the satisfaction of M-DCPS.

18. DEFINITIONS:

Additional Supplementary Services:

A written work order (award letter) prepared by the Capital Improvement Projects FF&E Operations Representative, approved & executed authorizing the Contractor(s) to perform additional relocation services.

Award letter: See work order.

Contractor(s): All bidder(s), including the lowest responsive, responsible bidders who have been awarded the bid and are pre-qualified.

Contract: The contract represents the entire agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either oral or written.

Crew Chief: The Crew Chief is the Contractors on-site representative responsible for the Relocation Project and for directing all members of the crew; responsible for recording and verifying FF&E assignments as recorded in Blue Book; verifying FF&E set up for delivered and/or assembled FF&E; responsible for safety of the Relocation Project;

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performing Quality Control inspections on all assembled FF&E. This person may not be one of the movers/installers.

Emergency services:

A written order prepared by the Capital Improvement Projects Representative, approved & executed, authorizing the Contractor(s) to perform emergency relocation services.

Relocation Crew (5) Five Crew members Persons:

One (1) Crew Chief.
Two (2) Installers/Assemblers.
Two (2) Movers.

Relocation Crew (7) Seven Crew members Persons:

One (1) Crew Chief.
Three (3) Installers/Assemblers.
Three (3) Movers.

Relocation Crew (9) Nine Crew members Persons:

One (1) Crew Chief.
Four (4) Installers/Assemblers.
Four (4) Movers.

Relocation Crew (11) Eleven Crew members:

One (1) Crew Chief.
Five (5) Installers/Assemblers.
Five (5) Movers.

FF&E:

Furniture, Fixtures & Equipment.

FF&E Operations Representative :

The authorized M-DCPS Capital Improvement Projects representative.

Field Order:

A field order is a change in the Relocation Project, which does not amend or alter the contract sum or time.

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Installer:	A crewmember having primary responsibility for the assembly and installation of FF&E.
M-DCPS:	Miami-Dade County Public Schools.
Mover:	A crew member having primary responsibility for the relocation of FF&E; and the packing and relocation of books, records, and supplies from the offices and classrooms.
Relocation Project:	The term "Relocation Project" means the relocation service required and includes all labor, materials, tools and equipment and services provided or to be provided by the Contractor(s) to fulfill its obligations. It includes additional services and emergency projects.
The Board:	The Board refers to The School Board of Miami-Dade County, Florida or any of its authorized representatives.
Work Order:	The letter and/or document originated by Capital Improvement Projects FF&E Operations Representative that requests and/or assigns a Relocation Project to a Contractor(s). The Letter (s) shall include the project requirements covering opening of quotes, instructions to bidders and general conditions, special and other conditions. This document becomes part of the purchase order, issued by Procurement and Materials Management.
Purchase Order:	Document issued by Procurement and Materials Management, which is the official Board instrument authorizing the purchase of goods or services.

19. FURNITURE, FIXTURES AND EQUIPMENT ASSEMBLY/INSTALLTION:

Handle, install, assemble, connect, clean and adjust products according to manufacturer's instructions and specifications. If job conditions or specified requirements conflict with manufacturers' instruction, notify the FF&E Operations Representative. Do not proceed with the work until issues are clarified.

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Installers hired to assemble FF&E should be trained workers, knowledgeable with the items to be assembled and manufacturer's current recommended methods of installation and assembly.

Set FF&E level, properly aligned, and assembled and secure firmly in place. Screws, bolts, nuts, clamps, fittings, and other fastening devices shall be tight.

20. SELECTIVE DEMOLITION:

As part of the scope of a Relocation Project the Contractor(s) may be requested to selectively remove and properly dispose of portions of the existing library/classroom shelving.

22. SELECTIVE INSTALLATION & /RE-INSTALLATION:

M-DCPS may require, as part of a Relocation Project, the disassembly of fixtures, racks, bookcases and shelving units from media centers and classrooms and the reinstallation of removed fixtures, racks, bookcases and shelving units at media centers and classrooms.

23. SAFETY/QUALITY CONTROL:

The Contractor(s) shall hire qualified Installers to assemble FF&E. These installers should be trained and experienced workers, knowledgeable with the items to be assembled and manufacturer's current recommended methods of installation and assembly.

The Contractor(s) shall be responsible for and have control over relocations means, methods, techniques, sequences and procedures and for coordinating all portions of the Relocation Project under the Contract, unless the Capital Improvement Projects FF&E Operations Representative gives other specific instruction concerning these matters. Upon completion of work, rooms should be set in accordance with architectural drawings for the project and in the absence of these based on the instructions of the FF&E Operations Representative.

Contractor(s) shall be responsible for inspection of portions of the Relocation Project already performed under the Contract to determine that such portions are in proper condition to receive subsequent work. Cost caused by Contractor(s)'s delays or by

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**RELOCATION OF FURNITURE FIXTURES AND EQUIPMENT
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improperly timed activities by Contractor(s) or defective workmanship shall be borne by the Contractor(s).

Contractor(s) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Relocation Project. Contractor(s) shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to all employees on the Relocation Project.

Prior to completion of the Relocation Project the Crew Chief shall inspect all items assembled for proper assembly and/or installation, safety and for evidence of damage. Damaged furniture, fixtures and equipment shall be tagged and taken to designated area as determined by school/facility administrative staff.

Should the Contractor(s) wrongfully cause damage to the work or property of Board, the Contractor(s) shall assume the liability and responsibility for such damage, promptly remedying same.

24. CLAIMS AND DISPUTES:

A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract.

The term "claim" also includes other disputes and matters in question between the Board and the Contractor(s) arising out of or relating to the contract.

Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the Claim.

Claims by either party must be made in writing within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

The Board may, by 30-day written notice to the Contractor(s), terminate the Contract in whole or in part when it is in the interest of The Board and at the sole discretion of the Board.

25. NON-PERFORMANCE & NON-COMPLIANCE:

If the Contractor(s) fails or refuses to carry out the Relocation Project in accordance with the Relocation Project letter, the Board reserves the right to notify the

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Contractor(s), in writing, with regards to the specific areas of non-performance and/or non-compliance. The Contractor(s), will be notified in writing, listing the specific areas of non-compliance and/or non-performance. If these are not corrected within the time specified, The Board may, without prejudice to other remedies they may have, apply penalty fees and/or take over the Relocation Project or such portion thereof as may be in default, and correct and make good the deficiencies.

In such case, the cost thereof, including compensation for supplementary services and expenses made necessary by such default, neglect or failure, may be deducted from any amount due or to become due the Contractor(s) from The Board. If payments then or thereafter due the Contractor(s) are not sufficient to cover such amounts, the Contractor(s) shall pay the difference to The Board.

The following situations are worthy of a NON-COMPLIANCE notification and penalty fee assessment (Refer to Sections 11., Performance, 13, Labor, Materials, Tools and Equipment Shall be Supplied by the Contractor, and 26. General):

<u>NON-COMPLIANCE</u>	<u>PENALTY FEE</u>
a. Late arrival of crew and/or an individual crew member(s) to the Relocation Project.	\$50 first hour or portion therefore; \$100 after first hour or portion thereof
b. Early departure of crew and/or an individual crew member(s) from the Relocation Project.	\$100
c. Failure to adhere to proper dress code and demeanor.	\$25 per employee
d. Inappropriate or inadequate tools and equipment.	\$150
e. Failure to complete the Relocation Project in the prescribed time scheduled.	\$100
f. Inadequate crew size.	\$100
g. Damage to property (walls and floors) and equipment.	Repair costs as quoted by General Contractor and/or Vendor.
h. Failure to comply with the work schedule.	\$50
i. Deficient and defective workmanship.	\$100
j. Use of student bathrooms.	\$50
k. Failure to comply with No-Smoking Zones.	\$50

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25. TERMINATION:

The Board may terminate the Relocation Project, and initiate default proceedings, if the Contractor(s):

- a. Persistently or repeatedly performs non-conforming, defective or deficient work.
- b. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment.
- c. Persistently or repeatedly refuses or fails to correct work rejected by the Capital Improvement Projects FF&E Operations or failing to conform to the requirements of the Relocation Project.
- d. Persistently fails to adhere to the Relocation Project schedule.
- f. Receives five or more Non-compliance letters in a 30 day period.
- g. Received twelve or more Non-compliance letters in one school year.

When any of the above reasons exist, the Board, may find cause to finish the Relocation Project by whatever reasonable methods the Board may deem expedient. Incurred costs will be charged to the Contractor.

The Board may, without cause, order the Contractor(s) in writing to suspend, delay or interrupt the Relocation Project in whole or in part for such period of time as the Board may determine.

Failure of the Contractor(s) to remedy any and all of the above deficiencies may result in the Contractor(s) being found to be in default of the contract and the contract terminated.

26. GENERAL:

Access to any portion of the site for the delivery of any and all material, equipment and supplies by the Contractor(s), shall be permitted in compliance with the requirements of the Board, as coordinated through the Capital Improvement Projects FF&E Operations Representative.

The Contractor(s) shall afford the Board and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall coordinate their operation with separate contractors through the Capital Improvement Projects FF&E Operations Representative.

Bid #078-CC01
RELOCATION OF FURNITURE FIXTURES AND EQUIPMENT
SPECIFICATIONS

All Relocation Projects are to be completed within time stated, as specified in the Work Order (award letter and purchase order) prepared by Capital Improvement Projects FF&E Operations Representative.

The Contractor(s) shall arrange with the Capital Improvement Projects FF&E Operations Representative for:

- a. Use of staff restrooms.
- b. Truck/vehicle parking.
- c. Relocation Project staging and proper storage and protection of equipment and materials.
- d. Protection of life and property.

All communications impacting the performance and requirements of this bid and subsequent quotes shall be confirmed in writing.

MDCPS may, as it deems necessary, require from the Contractors(s), support and/or documentation for any quotes made by the Contractors(s) to the Capital Improvement Projects FF&E Operations Representative.

The Contractors(s) should submit to the Capital Improvement Projects FF&E Operations Representative each day, at the end of the workday, a daily work report ("Time Sheets") for work completed during the workday.

The Time Sheets shall show the date, full name of each worker by category, (i.e. Crew Chief, Installer, Movers, technicians), the actual number of hours worked on the Relocation Project and the character of the work that is being done.

Student bathrooms are not to be utilized while students occupy school and / or facility and the no-smoke zones shall be adhered to.