



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

**BIDDER QUALIFICATION FORM**

**BID NO.** 079-GG06

**BID TITLE** Stage Curtains: Repair, Replacement,  
Supply and/or Install

Direct all inquiries to Procurement Management Services:

BUYER NAME:  
G Jackson

E-MAIL ADDRESS: jackson@dadeschools.net

PHONE: (305) 995-2345

FAX NUMBER 305-523-2214

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on July 3, 2007 in room 351, School Board Administration building, 1450 NE 2nd Avenue, Miami, FL., 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

**I. A. BIDDER CERTIFICATION AND IDENTIFICATION**

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

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

**II. INDEMNIFICATION**

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

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

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

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

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

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

**Legal Name of Vendor** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **E-mail address** \_\_\_\_\_

**By: Signature (Original)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name (Typed or Printed)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

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

#### I. PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

**2. PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, **UNIT PRICE** quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, 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 361, 8:00 A.M. to 4:30 P.M., Monday through Friday, **SCHOOL BOARD ADMINISTRATION BUILDING, 1480 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](http://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 8Gx13- 8Q-1.054.

#### 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 8Gx13- 8Q-1.054.

**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:

Contract Amount	Minimum Rating by A.M. Best
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-9
	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 267.0935, 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 STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.35(1) and Section 86.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

## XVII. COMPLIANCE WITH LAWS

Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

## XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

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

Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its

employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.

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

## XIX. COMPLIANCE WITH SCHOOL CODE

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

## XX. CHARTER SCHOOLS

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

## XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 9Gx13 - 46-1.212 and Florida Statute § 112.313(9).

## XXII. PUBLIC RECORDS LAW

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

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FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFFIX  
POSTAGE  
HERE

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

BID NO.: 079-GG06  
BID TITLE: Stage Curtains: Repair, Replacement,  
BID OPENING DATE: July 3, 2007

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

NOTICE OF PROSPECTIVE BIDDERS

**NO BID**

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

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

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

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

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

OTHER, (Please specify) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

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**NOTE:**

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

# Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

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

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

## 3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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



**Miami-Dade County Public Schools**  
**SWORN STATEMENT - NEW CONTRACTS**

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

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

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

(Hereinafter "Board" or "School Board") by \_\_\_\_\_

\_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Initials

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

\_\_\_\_\_  
Initials

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

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

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public -State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

\_\_\_\_\_  
Initials

CONSIDERED  
M7-1/00

## 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# 079-GG06

### INDEMNIFICATION

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

### INSURANCE

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

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

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

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

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

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

or

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

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

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

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

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

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

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

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b> 079-GG06	<b>BUYER</b> G. Jackson	<b>PAGE</b> SC 1
<b>TITLE</b> Stage Curtains: Repair, Replacement, Supply and/or Install		

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a contract with pre-qualified vendors to furnish all labor, supervision, equipment and materials as necessary for removal, fabrication and/or installation of stage curtains and related components at various Miami-Dade County Public Schools facilities. The term of the bid shall be for one year from date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for two (2) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. The successful bidder(s) agrees to this condition by signing its bid.
  
2. **AWARD:** The bid will be awarded to all responsive, responsible bidders regularly engaged in the repair, replacement, supply and/or installation of stage curtains. The awarded vendor(s) shall respond to "request for quotations" by the request date. Vendors shall arrange a site visit by contacting the M-DCPS authorized representative as indicated in the Request for Quote. The pre-qualified bidder(s) will be invited to offer a fixed price for a specific job(s). The award of said job(s) will be made to the lowest responsive, responsible bidder(s) meeting specifications. These prices must remain fixed for not less than 30 days.
  
3. **SITE VISIT:** 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.
  
4. **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.
  
5. **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 Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net/>.
  
6. **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).

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b>	<b>BUYER</b>	<b>PAGE</b>
079-GG06	G. Jackson	SC 2
<b>TITLE</b>		
Stage Curtains: Repair, Replacement, Supply and/or Install		

**SPECIAL CONDITIONS CONT'D**

7. **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.
  
8. **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](mailto: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](mailto:martinez@dadeschools.net)
  
9. **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 awarded information, is as follows: <http://procurement.dadeschools.net>, (click) bid solicitation.

**The School Board of Miami-Dade County, Florida**  
**Bid No.: 079-GG06**  
**Stage Curtains: Repair, Replacement, Supply and/or Install**

**Vendor Qualification Requirements**

Vendor shall supply a minimum of three (3) letters of reference (with contact person and phone number included) dated within the last 36 months. Each letter must be from a different company or person.

Vendor must be qualified and properly licensed to perform the scope of the work described herein. Vendor must possess a valid occupational license meeting their local Occupational Tax requirements.

Vendor must provide to the Board current insurance as required by Special Condition 4.

Vendor submitting a bid must have a current vendor number issued by Miami-Dade County Public Schools. Vendor applications may be downloaded from the following web site: <http://procurement.dadeschools.net>.

Vendor may contact Mr. Greg Jackson at 305-995-2345 for any additional information required for submitting a bid.



**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
STAGE CURTAINS: REPAIR, REPLACEMENT, SUPPLY AND/OR INSTALL  
SPECIFICATIONS**

**PART I        GENERAL**

**1.00    SPECIAL CONDITIONS**

The purpose of this bid is to set forth specifications and establish a pool of approved vendors for the removal, repair, fabrication and/or installation of stage curtains and related components. Proposals will be solicited on the anniversary of each extension period, in order to expand the pool of eligible providers for these services. Subject to approval, these additional proposals will be evaluated and approved in accordance with the terms of the bid proposal and specifications, and added to the pool as they become available.

**1.01    SUMMARY**

**A.        Purpose**

The purpose of this bid is to approve vendors and establish a contract to furnish all labor, supervision, equipment and materials as necessary for removal, fabrication and/or installation of stage curtains and related components at Miami-Dade County Public Schools' facilities. Vendor(s) shall also be required to perform all associated and incidental work.

**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 Bureau of Procurement and Materials Management or the M-DCPS authorized representative. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action 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 may 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 Inspector, materials or work is not in conformance with the specifications, applicable codes, standards specifications and/or accepted practices.

**Bid No.: 079-GG06 - Stage Curtain Repair, Replacement, Supply and/or Install**

**F. Subcontracting**

Subcontracting is permitted under this contract. The vendor shall submit a list of subcontractors with the proposal pursuant to Section 2.00 (B) of these specifications. 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. All bidders must possess a valid occupational license issued by Miami-Dade County. Copies of this license shall be submitted at time of bid.
- B.** 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 stage curtain fabrication/ repair/replacement.
- C.** The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- D.** It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- E.** Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board rule 6GX13-4-1.05.
- F.** Vendor shall insure that all of its personnel engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of its employee's qualifications.
- G.** All personnel employed by the vendor, including any subcontractor and subcontractors employees when applicable, shall display at all times an identification badge which shall include the employees name, the employers name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.

- H. The vendor's employees, subcontractors and its employees, and any other personnel, including 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. NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films - Latest Edition
- C. NFPA 101, Life Safety Code - Latest Edition
- D. Miami-Dade County Public Schools Master Specifications Guidelines Sections:
  - 1. 11062 Theater Curtains and Tracks
  - 2. 11064 Stage Fire Curtains and Rigging
  - 3. Other Master Specifications Guidelines as applicable to the project scope.

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

- E. Miami-Dade County Public Schools' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS – COMPETITIVE BIDDING REQUIREMENTS.
- F. Trade association general standards referred to in the reference documents will be interpreted based on the most recent revision.

**1.04. DEFINITIONS**

- A. Owner

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

- B. Site Representative

**Bid No.: 079-GG06 - Stage Curtain Repair, Replacement, Supply and/or Install**

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 schedule, inspect and accept for payment the work covered by this contract document.

**E. Inspector**

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

**F. 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.

**G. Performance**

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

**G. Acceptance**

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

**H. Punch List**

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

**I. Final Acceptance**

Shall mean work that has been inspected and approved by M-DCPS as completed in accordance with the defined scope of work and punch list.

**J. Emergency**

Shall be determined by the M-DCPS authorized representative requiring a response from the vendor within twenty-four (24) hours.

**Bid No.: 079-GG06 - Stage Curtain Repair, Replacement, Supply and/or Install**

**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 SUBMITTALS**

**A. Vendor shall submit a proposal as described in Paragraph 2.00 (B) for each project.**

**B. When applicable to the project, prior to issuance of a Notice to Commence/purchase order and commencement of work, the vendor shall submit manufacturers' specifications and drawings for all equipment or material.**

**C. Samples of fabric manufacturers' standard color chart for each fabric are required to be submitted to the M-DCPS authorized representative prior to commencement of any work under this contract.**

**D. A copy of the textile mills flameproofing certificate for the same dyelot and manufacture run as the fabric to be installed on a specific project must be provided to the M-DCPS authorized representative prior to installation of the material. Additional copies shall be provided to the school site administrator and sent with request for final payment to the M-DCPS authorized representative.**

**E. If requested by the M-DCPS authorized representative, fabric samples may be required for any job performed under this contract. Such samples shall be a full square yard in size and of the same dyelot number and manufacture run as the fabric to be installed. Such samples may be subjected to tensile strength and fire tests by the M-DCPS Materials Control Department to determine its compliance with manufacturers' specifications.**

**1.06 PROJECT CONDITIONS**

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

**1.07 PERMITS**

This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for obtaining this Permit. However, a specific building permit will be required for any category of work administered and supervised by any M-DCPS department other than Maintenance Operations and certain projects defined by the Florida Building Code, including, but not limited to, all projects estimated to cost \$200,000 or more, and any work categorized as remodeling. The vendor will be responsible for obtaining these specific permits from the Miami-Dade County Public Schools Building Code Compliance Office.

**1.08 DESIGN/DRAWING REQUIREMENTS**

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

**Bid No.: 079-GG06 - Stage Curtain Repair, Replacement, Supply and/or Install**

- C. For projects which do not require signed and sealed documents, the vendor shall furnish shop drawings, record drawings, and any other documents and/or information as may be required in support of the work. The Board reserves the right to approve all drawings and submittals.
- D. For projects which the Board provides design documents, the vendor shall review the plans and identify any discrepancies, inconsistencies, mistakes, etc. prior to preparation of a cost proposal. Prior to commencement of construction, the vendor shall verify measurements in the field, and identify any differences from the furnished drawings.
- E. Shop Drawings
  - 1. The vendor shall review, approve and submit six sets of all shop drawings and samples required for the work. Shop drawings and samples shall be identified as specified, or as required by the M-DCPS authorized representative. At the time of submission, the vendor shall inform the M-DCPS authorized representative, in writing, of any deviation of the shop drawings or samples from the requirements of the project scope.
  - 2. The vendor shall make any corrections required by the M-DCPS authorized representative and/or design professional and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The vendor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the M-DCPS authorized representative on previous submission(s).
  - 3. No portion of the work requiring a shop drawing or sample submission shall commence until the submission has been approved. All such portions of the work shall be in accordance with approved shop drawings and samples.
- F. Upon completion of the work and final acceptance by M-DCPS, The vendor shall furnish:
  - 1. Three sets of reproducible record drawings and technical specifications. One set shall be on mylar, and the remaining copies shall be blue line or bond. All copies shall be stamped AS BUILT.
  - 2. Three copies of maintenance and operating manuals for any equipment included in the scope of work and supplied by the vendor.

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

**1.09 PERFORMANCE SECURITY**

Vendors shall not be required to submit performance security in order to be initially placed on the list of approved vendors. However, in the event that the value of an individual project meets the criteria



**Bid No.: 079-GG06 - Stage Curtain Repair, Replacement, Supply and/or Install**

specified in Florida Statute 255.05, and reflected by M-DCPS Board Rule 6Gx13-3C-1.08, the vendor awarded the project shall provide performance security for that project in the amount and manner established in the INSTRUCTIONS TO BIDDERS.

**PART 2 EXECUTION**

**2.00 PROJECT SITE SCOPE MEETING**

- A. When notified in writing via facsimile, letter or other documented method, approved vendors shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the vendors shall be required to participate in this site scope meeting within two working days of notification. Vendors not attending a project site scope meeting will not be allowed to submit a proposal for that project.
- B. The vendors shall submit a detailed proposal to the Division of Procurement within five working days of the Project Site Scope Meeting, unless otherwise specified at the meeting. By submitting a proposal, the vendor is agreeing to accomplish the work defined at the Project Site Scope Meeting, and it is the vendors responsibility to include all necessary items prior to submission to the Division of Procurement. The proposal shall contain, at a minimum, the firm, fixed price to complete the work, a list of materials, equipment, itemized cost of any special conditions, alternates, extended warranties or options, labor hours and subcontractors, if any. The proposal shall also contain the relative project schedule and estimated time frame for completion as mutually agreed upon during the Project Site Scope Meeting. Vendor shall guarantee the price for ninety days from the date of submittal.
- C. The proposer submitting the lowest cost meeting specifications shall be awarded the project on a lump sum basis.
- D. The District, by requesting proposals, does not by implication commit itself to commencement or completion of any project.
- E. M-DCPS reserves the right to award to approved vendors, on a rotating basis, any individual project whose cost is below the threshold established by Miami-Dade County Public Schools Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS, paragraph II, (B), or any amendment thereof.

**2.01 PROJECT EXECUTION**

- A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 1.03, the requirements set forth in the scope definition provided by M-DCPS, the terms and conditions contained within the purchase order and the general terms and conditions of this contract.

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- B. Vendor is responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.**
- C. If, during the course of the work, any unforeseen hazards are encountered, the vendor is to immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.**

**2.02 CHANGE OF SCOPE OF WORK**

- A. After issuance of a purchase order and commencement of a project, the scope may be changed for reasons including, but not limited to, unforeseen circumstance or owners request. In the event the change in scope entails additional work, the M-DCPS authorized representative shall issue a request for quote (RFQ) to the vendor assigned the project in order to maintain continuity and progress of the work. The time frame for response shall be stated in the RFQ. Vendor error or omission shall not be cause for any additional cost or concomitant issuance of a supplemental purchase order.**
- B. If the vendor does not respond within the time frame stipulated in the RFQ, M-DCPS may at its sole option, perform the work in any manner it deems in the best interest of the District, including cancellation of the original purchase order and compensating the vendor only for work performed and materials in place.**
- C. If the vendor's proposal is acceptable, a supplemental purchase order will be issued for the additional work. If necessary, the original completion date may be adjusted by mutual agreement between the vendor and the M-DCPS authorized representative.**
- D. If there is a reduction in the scope of work, the M-DCPS authorized representative shall issue a Request for Credit (RFC), the amount of which shall reached through mutual agreement. This amount shall be deducted from the lump sum due to vendor.**

**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. The vendor shall also insure that M-DCPS property is protected from damage and defacement resulting from the vendors activities. Any such damage shall be corrected by the vendor at the vendors 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, and shall do so in conformance with applicable laws codes and ordinances.**

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- 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 Abroom clean@ condition upon completion of work.
- G. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.

**PART 5 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, 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 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 the cost of such work being borne by the vendor and/or may default 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. Vendors which exhibit repeated patterns of non-responsiveness to requests for proposals may be excluded from future work under this bid.
- F. 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 6 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 7 INVOICING**

**A.** The invoice document shall contain, as a minimum, the following information, as appropriate:

1. M-DCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
2. Description and serial number of equipment purchased (where applicable).
3. Scope of work performed.
4. Start and completion time and date(s) of work performed.
5. Work location where services were provided.
6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
7. Final release of claim from the vendor.
8. Written warranty.
9. Three copies of maintenance and operating manuals for any purchased equipment (where applicable).
10. A copy of the textile mills flameproofing certificate for the same dyelot and manufacture run as the fabric to be installed.

**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 vendors expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.

**C.** Invoices, required documents and manuals shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.

**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 8        WARRANTY**

- A.     The vendor shall warrant the work and shall remedy any defects due to faulty materials or workmanship for a minimum of two (2) years from the date of final acceptance. M-DCPS reserves the right to request extended warranties for workmanship and/or equipment. The request for an extended warranty shall be included in the RFP process.**
- B.     This warranty shall be provided to the Board, in writing, at time of final invoicing.**
- C.     Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting therefrom. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice.**
- D.     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.**