



BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Direct all inquiries to Procurement Management Services:

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER _____

TDD PHONE (305) 995-2400

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 Bids may not be withdrawn for _____ days after opening.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

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

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

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

II. INDEMNIFICATION

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

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

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

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

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

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

Legal Name of Vendor _____

Mailing Address _____

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

Telephone No. _____ **E-mail address** _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public Schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

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

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

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

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

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

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

2. FOR 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 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail, and bids or proposals returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. **AFTER BID OPENING.** After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. **FAILURE TO ACCEPT BID AWARD.** Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. All notice of protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

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

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

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

E. **DEFAULT.** A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. **AMOUNT.** When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. **RELEASE OF PERFORMANCE SECURITY.** Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

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

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

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

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

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

X. PACKAGING

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

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

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

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

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

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

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

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVII. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

XVIII. 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.

XIX. 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

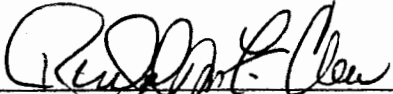
further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. *Failure by Bidder to notify the Board of 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.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

CONSIDERED
M1-1/00

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# 080-EE09

INDEMNIFICATION

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

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, 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 \$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 "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.

FROM: _____

AFFIX
POSTAGE
HERE

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

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

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

NOTICE OF PROSPECTIVE BIDDERS

NO BID

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

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

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

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

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

OTHER, (Please specify) _____

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

Signature _____

Title _____

Company _____

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

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

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.

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)

"License Information/Reference Sheet"

Bid No. 080-EE09

Restroom Panels (Partitions): Supply, Install, Replacement and Repair



Bidder: _____

Service Representative: _____

_____ Street Address
 _____ City State Zip Code

Email: _____

Phone: _____

Fax: _____

URL: _____

Years in Business: _____

	License Number	Date
Occupational License Effective Date and Number:		
Other Licenses		
Other Licenses		

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

Company	Contact	Address	Phone	Fax	Type of service or repair provided

PLEASE RETURN THIS PAGE.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 080-EE09	BUYER O. Houser	PAGE SC 1
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Restroom Panels (Partitions): Supply, Install, Replacement and Repair

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, to furnish all labor, supervision, equipment, materials, and items and/or work incidental to the supply, install, replace and repair of restroom partitions, for Miami-Dade County Public Schools facilities. The term of the bid shall be for one (1) year from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardees(s), be extended for three (3) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee(s), prior to the end of the current contract period. The successful vendor(s) agrees to this condition by signing its bid.
2. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by Fax or E-mail to:

Ms. Oretha Houser, CPPB, Buyer
 Procurement Management
 Fax No. 305-523-2217
 E-mail: ohouser@dadeschools.net

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

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

3. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

<http://procurement.dadeschools.net/>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
080-EE09	O. Houser	SC 2

Restroom Panels (Partitions): Supply, Install, Replacement and Repair

SPECIAL CONDITIONS (CONTINUED)

4. **PRE-BID CONFERENCE:** A pre-bid conference will be held Friday, January 6, 2006 at 10:00am in Maintenance Operations Training Room, 12525 NW 28 Avenue, Miami, Florida. Pre-Bid Conference attendance by the bidder or his qualified representative is recommended. Questions regarding the Special Conditions and Specifications will be addressed at the Pre-Bid Conference. Correspondence should clearly identify the bid number you are referring to.
5. **AWARD:** The School Board of Miami-Dade County will award a contract to two (2) lowest responsive and responsible bidders who demonstrate by reference and credentials that they meet the specifications of this solicitation. Bidder's pricing tendered at the time of bid opening will be used in the evaluation process to determine the lowest bidders. The first lowest bidder will become the **Primary Vendor**. In the event the **Primary** vendor is unable to perform, M-DCPS reserves the right to assign work simultaneously to the **Alternate** vendor.
6. **DELIVERY:** Delivery and installation shall be completed within 45 days after receipt of purchase order, or as otherwise indicated. All deliveries and installation will be made to schools and departments as indicated on each purchase order.
7. **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.
8. **WARRANTY:** All work performed by the vendor shall be warranted for a period of one (1) year after final acceptance, or the manufacturers standard warranty, whichever is greater. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. The vendor, at no cost to the Board, shall correct all defective material, improper workmanship, and other substandard conditions documented by M-DCPS, within the warranty period.
9. **SITE INSPECTION:** Subsequent to the award of this bid, vendors are encouraged to make site inspections of school(s), prior to submitting proposals for projects, to familiarize themselves with the unique environment where the work is to take place and to establish work procedures to minimize disruption at schools and other locations. Bidders must contact, the designated Maintenance Operations project manager, to schedule site inspections. Scheduling of visits to the various locations will be coordinated to insure access and to review specifications regarding normal workload, average job size, problems, safety considerations, or other conditions that are unique to the Miami-Dade County Public School System. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after the bid has been awarded.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
080-EE09	O. Houser	SC 3

Restroom Panels (Partitions): Supply, Install, Replacement and Repair

SPECIAL CONDITIONS (CONTINUED)

10. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the bidder(s) to not receive any work under this bid, until this requirement is complied with. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.
11. **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.
12. **CODES AND PERMITS:** All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.
13. **REFERENCES:** Bidder's should submit three (3) references on the "License Information/Reference Sheet". The references must be clients for whom similar work has been or is being performed.
14. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
 1. Use of pencil is prohibited.
 2. Do not erase or use correction fluid to correct an error.
 3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

The School Board of Miami-Dade County, Florida
080-EE09
Restroom Panels (Partitions): Supply, Install, Replacement and Repair

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 080-EE09
Title: Restroom Panels (Partitions): Supply, Install, Replacement and Repair
Buyer: Oretha Houser, CPPB, Buyer

PLEASE PROVIDE ALL REQUESTED INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	MFG. & MODEL #
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____				
	Items 1 through 79 to be awarded on a total low bid basis, to a PRIMARY and one ALTERNATE bidder. Vendor must bid all items in order to be considered for an award.				
	All items are associated with the installation of restroom partitions.				
1	Demolition of bathroom stall	303	Per stall	\$	
2	Demolition of sight screen	303	Per screen	\$	
3	Demolition of urinal screen	303	Per screen	\$	
4	Installation of bathroom stall	303	Per stall	\$	
5	Installation of sight screen	303	Per screen	\$	
6	Installation of urinal screen	303	Per screen	\$	
7	Installation of toilet paper holder	303	Each	\$	
8	Installation of ADD grab bar	303	Each	\$	
9	Material used to fabricate stall panels, pilasters, sight and urinal screens not otherwise specified in line items	4000	Square inch	\$	
10	Stall door unit, 24" wide 55" high, with continuous hinge, (Markar NO#S402, or approved equivalent), latch, strike/keeper, heat sink, bumper stop, door pull and toilet paper holder, including all fasteners installed	220	Per unit	\$	
11	Stall door unit, 34" wide 55" high, with continuous hinge, (Markar NO#S402, or approved equivalent), latch, strike/keeper, heat sink, bumper stop, door pull and toilet paper holder, including all fasteners installed	75	Per unit	\$	

The School Board of Miami-Dade County, Florida
080-EE09
Restroom Panels (Partitions): Supply, Install, Replacement and Repair

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 080-EE09
Title: Restroom Panels (Partitions): Supply, Install, Replacement and Repair
Buyer: Oretha Houser, CPPB, Buyer

PLEASE PROVIDE ALL REQUESTED INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	MFG. & MODEL #
12	Stall door unit, 36" wide 55" high, with continuous hinge, (Markar NO#S402, or equivalent), latch, strike/keeper, heat sink, bumper stop, door pull and toilet paper holder, including all fasteners installed	22	Per unit	\$	
13	Pilaster design shoe made from single ear continuous plastic bracket	3300	Per linear inch	\$	
14	Single ear continuous plastic bracket, 54" in length	248	Each	\$	
15	Double ear continuous plastic bracket, 54" in length	495	Each	\$	
16	Hinge, continuous, aluminum, full surface, spring loaded, Markar FS 402, or equivalent. 54"	210	Each	\$	
17	#10/14 Lead anchor, 1-1/2"	5500	Each	\$	
18	Striker, 6"	210	Each	\$	
19	Latch	210	Each	\$	
20	Headrail Bracket	220	Each	\$	
21	Headrail	2200	Each	\$	
22	Heat sink strip, installed	1238	Per linear foot	\$	
23	Toilet paper holder, Royce Rolls Ringer, Model TP-2, or approved equivalent	210	Each	\$	
24	Restroom stall panels, 55"x55"	200	Each	\$	
25	Restroom stall panels, 55"x58"	200	Each	\$	
26	Restroom stall panels, 55"x66"	25	Each	\$	
27	Restroom stall panels, 55"x68"	50	Each	\$	
28	Restroom stall panels, 55"x70"	100	Each	\$	
29	Restroom stall door 24"x55"	500	Each	\$	
30	Restroom stall door, 34"x55"	50	Each	\$	

The School Board of Miami-Dade County, Florida
080-EE09
Restroom Panels (Partitions): Supply, Install, Replacement and Repair

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 080-EE09
Title: Restroom Panels (Partitions): Supply, Install, Replacement and Repair
Buyer: Oretha Houser, CPPB, Buyer

PLEASE PROVIDE ALL REQUESTED INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	MFG. & MODEL #
31	Restroom stall door, 36"x55"	100	Each	\$	
32	Sex bolts, Torx screw head, #10x1, stainless steel	22000	Set	\$	
33	Screws, #14x1-3/4", Torx head, stainless steel	5500	Each	\$	
34	ADA grab bar, stainless steel 304, 18 guage, 1-1/2" x 42"	100	Each	\$	
35	Headrail end cap	100	Each	\$	
36	Pilaster, 3"x82"	100	Each	\$	
37	Pilaster, 4"x82"	100	Each	\$	
38	Pilaster, 5"x82"	100	Each	\$	
39	Pilaster, 6"x82"	100	Each	\$	
40	Pilaster, 7"x82"	100	Each	\$	
41	Pilaster, 8"x82"	100	Each	\$	
42	Pilaster, 9"x82"	100	Each	\$	
43	Pilaster, 10"x82"	100	Each	\$	
44	Pilaster, 11"x82"	100	Each	\$	
45	Pilaster, 12"x82"	100	Each	\$	
46	Pilaster, 13"x82"	100	Each	\$	
47	Pilaster, 14"x82"	100	Each	\$	
48	Pilaster, 15"x82"	100	Each	\$	
49	Pilaster, 16"x82"	100	Each	\$	

The School Board of Miami-Dade County, Florida
080-EE09
Restroom Panels (Partitions): Supply, Install, Replacement and Repair

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 080-EE09
Title: Restroom Panels (Partitions): Supply, Install, Replacement and Repair
Buyer: Oretha Houser, CPPB, Buyer

PLEASE PROVIDE ALL REQUESTED INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	MFG. & MODEL #
50	Pilaster, 17"x82"	100	Each	\$	
51	Pilaster, 18"x82"	100	Each	\$	
52	Pilaster, 19"x82"	100	Each	\$	
53	Pilaster, 20"x82"	100	Each	\$	
54	Pilaster, 21"x82"	100	Each	\$	
55	Pilaster, 22"x82"	100	Each	\$	
56	Pilaster, 23"x82"	100	Each	\$	
57	Pilaster, 24"x82"	100	Each	\$	
58	Pilaster, 3"x120"	100	Each	\$	
59	Pilaster, 4"x120"	100	Each	\$	
60	Pilaster, 5"x120"	100	Each	\$	
61	Pilaster, 6"x120"	100	Each	\$	
62	Pilaster, 7"x120"	100	Each	\$	
63	Pilaster, 8"x120"	100	Each	\$	
64	Pilaster, 9"x120"	100	Each	\$	
65	Pilaster, 10"x120"	100	Each	\$	
66	Pilaster, 11"x120"	100	Each	\$	
67	Pilaster, 12"x120"	100	Each	\$	
68	Pilaster, 13"x120"	100	Each	\$	

The School Board of Miami-Dade County, Florida
 080-EE09
 Restroom Panels (Partitions): Supply, Install, Replacement and Repair

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 080-EE09
Title: Restroom Panels (Partitions): Supply, Install, Replacement and Repair
Buyer: Oretha Houser, CPPB, Buyer

PLEASE PROVIDE ALL REQUESTED INFORMATION BELOW:

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	MFG. & MODEL #
69	Pilaster, 14"x120"	100	Each	\$	
70	Pilaster, 15"x120"	100	Each	\$	
71	Pilaster, 16"x120"	100	Each	\$	
72	Pilaster, 17"x120"	100	Each	\$	
73	Pilaster, 18"x120"	100	Each	\$	
74	Pilaster, 19"x120"	100	Each	\$	
75	Pilaster, 20"x120"	100	Each	\$	
76	Pilaster, 21"x120"	100	Each	\$	
77	Pilaster, 22"x120"	100	Each	\$	
78	Pilaster, 23"x120"	100	Each	\$	
79	Pilaster, 24"x120"	100	Each	\$	

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID NO. 080-EE09
RESTROOM PANELS (PARTITIONS): SUPPLY, INSTALL, REPLACEMENT AND REPAIR**

SPECIFICATIONS

PART 1 GENERAL

1.00 SPECIAL CONDITIONS

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

1.01 SUMMARY

A. Purpose and Scope

The purpose of this bid is to set forth specifications and establish a contract with a vendor to furnish all labor, supervision, equipment, materials, and items and/or work incidental to the supply, install, replace and repair of restroom partitions, for Miami-Dade County Public Schools facilities. Projects may include any combination of work including, but not limited to, new installations replacement of existing panels, all types of repairs and refurbishment, and/or other miscellaneous repairs. Vendor(s) shall also be required to perform all associated and incidental work required for project acceptance.

B. Working Day

1. The normal working hours for M-DCPS are between 7:00 a.m. to 11:00 p.m., Monday through Saturday.
2. As directed, the vendor shall work a schedule set by the M-DCPS authorized representative that may include: work during school hours, prior to or after school hours, school recess periods, Saturdays and/or Sundays, Board authorized holidays or legal holidays, at no additional cost to the Board.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID NO. 080-EE09
RESTROOM PANELS (PARTITIONS): SUPPLY, INSTALL, REPLACEMENT AND REPAIR

SPECIFICATIONS (Continued)

C. Site Inspection

1. Subsequent to a contract award, vendor must visit the job sites, inspect and assess job requirements, and become fully acquainted and familiarized with conditions as they exist, and the operations to be carried out pursuant to Section 2.0 of these specifications, prior to submitting a price proposal. The vendor shall make such investigations, as appropriate, to fully understand the facilities, difficulties and restrictions before execution of the work. Also, the vendor shall thoroughly examine and be familiar with all the specifications and references herein.
2. 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 Procurement Management Services or the Maintenance Operations authorized representative, when a safety-to-life emergency occurs before or after Procurement Management normal work hours; 8:00 a.m. to 4:30 p.m., Monday through Friday, during school recess periods, Saturdays and/or Sundays, and Board authorized holidays or legal holidays. 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 Board and back charging the vendor for all associated costs. Failure to pay back charges, as determined by Procurement Management, shall subject vendor to default, as defined in the Instructions to Bidders.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID NO. 080-EE09
RESTROOM PANELS (PARTITIONS): SUPPLY, INSTALL, REPLACEMENT AND REPAIR**

SPECIFICATIONS (Continued)

E. Inspection and Punchlist:

1. The M-DCPS authorized representative will monitor the vendor to ensure that appropriate quality assurance procedures are adhered to, and in no event shall M-DCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections through the M-DCPS authorized representative and shall give three working days notice prior to the requested inspection date. During the execution of projects performed under this contract, the M-DCPS authorized representative may inspect the work at any time without prior notice. The vendor shall correct deficiencies noted, within a certain time, as established by the M-DCPS authorized representative.

2. Final Inspection:

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

3. Stoppage of work:

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

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

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID NO. 080-EE09
RESTROOM PANELS (PARTITIONS): SUPPLY, INSTALL, REPLACEMENT AND REPAIR**

SPECIFICATIONS (Continued)

F. Subcontracting:

Subcontracting is permitted under this contract. The vendor shall submit a list of subcontractors with its quotation, pursuant to Section 2.00 (B) of these specifications. M-DCPS reserves the right to reject any subcontractor for the following reasons, but not limited to, debarment and/or past poor performance. Rejection of any subcontractor shall not entitle the vendor to adjustment of quotation prices. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors

G. Training:

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

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. The successful bidder must be qualified and properly licensed to perform the scope of the work described herein.
 - 1. Bidder(s) must possess a valid **Occupational License**.
- B. The vendor shall provide a minimum of **three (3) references** for similar electrical signage work performed in Florida, within the last three years. References should be listed on the "**License Information/Reference Sheet**" in this bid.
- 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, in the county or city the work is to be performed.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID NO. 080-EE09
RESTROOM PANELS (PARTITIONS): SUPPLY, INSTALL, REPLACEMENT AND REPAIR**

SPECIFICATIONS (Continued)

- E. Vendor shall assure that no controlled substance; including alcohol, will be used on M-DCPS premises as outlined in Board Rule 6GX13-4-1.05, by the vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid.
- F. Vendor shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities encompassed by this term bid, are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested prior to the award of bid and/or throughout the term of the bid, to provide evidence of such qualifications. A licensed electrical journeyman shall be on site when electrical work is being installed. The ratio of electrical apprentices and/or trades helpers must not exceed 3 per licensed electrical journeyman. This ratio must be maintained at all times.
- G. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- H. The vendor's employees, subcontractors and its employees, and any other personnel, including material men engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved, from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS, performed under this term bid.

1.03 REFERENCES

- A. Florida Building Code (FBC), and associated codes and standards referenced therein. Latest Edition
- B. Miami-Dade County Public Schools Master Specifications Guidelines.
 - 1. Section 10170 - Solid Plastic Toilet Partitions
 - 2. Other Master Specifications Guidelines as applicable.

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

- C. Miami-Dade County Public Schools' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS,
- D. Where conflicting specifications exist between reference documents, or any specifications contained herein, the more restrictive specification will prevail.
- E. 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, Board.

- B. Site Representative

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

- C. M-DCPS authorized representative

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

- D. Inspector

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

- E. Vendor

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

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F. Performance

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

G. Substantial Completion

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

H. Punch List

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

I. Final Acceptance

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

J. Emergency

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

K. Written Notice

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

L. Project

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

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1.05 SUBMITTALS

A. Product Data

Provide Material Safety Data Sheets (MSDS) on plastic materials. Include test reports confirming Class C and toxicity requirements.

B. Shop Drawings

Submit three (3) sets, indicating panel dimensions, elevations, swing of doors, location of physically impaired accessible stall, location of hardware items, and indicate colors. Label components and fully describe anchorage devices and substrate to which panels are to be anchored. Show relationship to all plumbing fixtures.

C. Samples

Submit 6 inch by 6 inch sample of panel material in both stock and custom colors. Include sample of fastener and shield for wall bracket anchorage.

D. Warranty

Copy of manufacturer's standard ten-year warranty shall be submitted with shop drawings, guaranteeing against material defects or faulty fabrication of assembly and parts installation.

E. No portion of the work requiring a shop drawing or sample submission shall commence, nor shall the Board be liable for any parts or materials ordered by the vendor until the submission has been approved. All such portions of the work shall be in accordance with approved shop drawings and samples.

F. Upon completion of the work and final acceptance by M-DCPS, the vendor shall furnish three copies of maintenance manuals. M-DCPS reserves the right to withhold final payment until receipt of these documents.

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1.06 PRODUCTS

- A. Approved Manufacturers Solid Plastic Toilet compartment Panels:
1. High Density Polyethylene by Ampco Products, Inc., Hialeah, FL.
 2. Poly-Pro HDPE by Capitol Partitions, Inc., Columbia, MC.
 3. Series S200 by Comtec Industries, Scranton, PA.
 4. Poly-Mar HD by Santana Products, Inc., Scranton, PA.
 5. M-DCPS Approved Equivalent. (**Phenolic resin construction is not an approved equivalent**)

1.07 MATERIALS

- A. Panels, pilasters, and doors of 1 inch thick seamless high-density polymer resin compound, with Pro-304, Plastic-Glaze 280, or approved equivalent protective finish. All edges shall be machined to a 0.250 inch radius.
1. Plastic material shall comply with the following:
 - a. Flame Spread of 76-200 and Smoke Developed of 0-450 when tested in accordance with ASTM E84.
 - b. Combustible products shall be “no more toxic” than those from burning wood when tested in accordance with NBS-TOX, 48.1.
 - c. Integral color shall be uniform throughout panel and all panels shall match in color and design.
- B. Hardware and accessories
1. Head rails connecting brackets shall be extruded 6061-T6 aluminum alloy continuous with a clear anodized finish; anti-grip design. Headrail brackets shall be aluminum.
 2. Hinges shall be continuous aluminum full surface spring loaded Model #FS402 54"TP by Marker, or approved equivalent, and thru bolted doors and pilasters. **Integral hinges with nylon door pivots are NOT acceptable.**
 3. Strike and Keeper: Shall be no less than six (6) inches long and fabricated from heavy duty aluminum extrusion (6463-T5 alloy) with bright dip anodized finish, wrap around flanges and mounted to pilaster with stainless steel tamper resistant sex bolts.

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4. Wall brackets shall be full length of panels and shall be plastic, to match type and color of plastic panels. Through-bolt brackets to panels and pilasters with sex bolts. Wall brackets shall be used for panel and pilasters, pilaster to wall and panel to wall connections.
5. Shoes and fasteners shall be plastic, same type and color as plastic panels. Use theft proof stainless steel screws.
6. Door pulls and door stops shall be heavy chrome-plated zamac, or stainless steel.
7. Provide clear anodized aluminum bars fastened to bottom edge of panels and doors with theft proof countersunk screws. Bars shall be flush with faces of panels.
8. Finish of exposed portion of screws, bolts and nuts shall match finish of attached hardware item. Sex bolts shall be Torx screw head nut and shoulder screw designed with tamperproof head.
9. Toilet Paper Holder: Shall be double-roll, 18 gauge, type 304, stainless steel, lockable with padlock as manufactured by Master Lock Company (Model 7-L-F, keyed alike to P812).

Provide Owner's Representative with a minimum of five (5) keys. Install one per compartment complying with applicable code regulations. (Royce Rolls Model #T.P.-2, or approved equivalent).

C. Anchorages

1. Connection to wall shall provide a rigid and durable anchorage to wall construction. Use lead shields, expansion bolts or "butterfly" type bolts. Finish of exposed portions shall match finish of wall brackets.
2. Plastic shields will not be accepted unless panel manufacturer can demonstrate that they will not work loose in wall or cause a less than rigid and durable anchorage, and be guaranteed by the panel manufacturer and the panel installer against pullout or loosening.
3. Anchoring shall be spaced every twelve (12) inches.

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1.08 FABRICATION

- A. Unless otherwise instructed, fabricate compartments to the following configuration.
 - 1. Unless otherwise instructed, dividing panels and doors shall be 55 inches x length required and with bottom edge of panels 12 inches from the floor. Top of pilasters shall be 82 inches above finish floor and fastened to 3 inch high shoes of same material as pilaster.
 - 2. Using template provided by toilet accessories manufacturer, provide cutouts for recessed items.
 - 3. Furnish 24" wide in swinging doors for ordinary restroom compartments and 36" wide out swinging doors at compartments equipped for use by physical impaired.
 - 4. Grabrail reinstallation.
- B. Using template provided by restroom accessories manufacturer, provide cutouts for recessed items.
- C. Compartments for physically impaired shall be fabricated in accordance with the latest applicable ADA code requirements for accessibility.

1.09 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.

1.10 SUFFERANCE

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

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PART 2 EXECUTION

2.00 PROJECT SITE MEETING

- A. When notified in writing via facsimile, letter, or other documented method, the vendor shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the vendor shall be required to participate in this site meeting within two working days of notification.

- B. The vendor shall submit a detailed proposal to the M-DCPS authorized representative within five (5) working days of the Project Site Meeting, unless otherwise specified. It is the vendor's responsibility to include all necessary items prior to submission. The proposal shall contain the line items, quantity of each extended total, and Not in Contract (NIC) items, if any, firm, fixed price to complete the work. The proposal shall also contain the relative project schedule and estimated time frame for completion as mutually agreed upon during the Project Site Meeting.

2.01 PROJECT EXECUTION

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

- B. Vendor is responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.

- C. Prior to commencement of work, the vendor shall be required to participate in a preconstruction coordination meeting with the M-DCPS authorized representative and all appropriate stakeholders. Details regarding the prosecution and scheduling of the work, accessing the premises, occupant and program requirements during the work, use of facilities and approaches and any other pertinent issues specific to the project shall be addressed. Vendor shall provide 24 hour emergency contact information to the M-DCPS authorized representative and the Site Administrator.

- D. If, during the course of the work, any unforeseen hazards are encountered, the vendor shall immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.

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E. Demolition

1. Unless otherwise instructed by M-DCPS Authorized Representative, disassemble and remove from site existing restroom compartment panels. Designated disposal container for garbage and/or debris shall be provided by the vendor.
2. The vendor shall be responsible to insure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be legally removed from the M-DCPS premises. NO rubbish shall be deposited as fill on the work site. Note: After demolition, vendor shall patch/repair all holes from previous anchorage and repair or patch all damaged/broken tiles before start of new installation.

F. Post Demolition Preparation

1. Field inspect areas to receive compartments for correct dimensions, plumb of walls and soundness of wall surfaces that would affect installation of holding brackets.
2. Verify spacing of plumbing fixtures to assure compatibility with installation of compartments.

G. Installation

1. Do not begin installation of panels until conditions detrimental to proper installation are satisfactory. Notify M-DCPS Authorized Representative of any discrepancies.
2. Install panels rigid, straight, plumb and level. Follow manufacturer's printed installation instructions and final approved shop drawings.
3. Provide uniform clearance from top to bottom not to exceed 1/4 inch at vertical edges of doors.
4. Conceal evidence of drilling, cutting and fitting.
5. Remove, store and reinstall all existing grabrails. Clean grabrails before reinstallation.

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H. Adjusting and Restoration

1. Adjusting

A. Door Swing

1. Set in swinging door hinges to hold doors open at 30 degrees from closed position when unlatched.
2. Set out swinging door hinges to return to fully closed position.
3. Perform final adjustments to leveling devices and hardware.

B. Cleaning

1. Clean exposed surfaces of partitions, hardware, fittings and accessories. Avoid soiling other adjacent finishes. Follow partition manufacturer's cleaning instructions.
2. At completion of work, the vendor shall remove all work materials, tools, construction, equipment, machinery, and surplus materials from the work site and shall leave project in broom clean condition and ready to be used.

C. Restoration

1. Restore to its original condition any building structure affected by work, including broken or damaged tiles, patch all holes of anchorages.
2. Exposed ceiling hanger bolts are to be removed and patched, where existing pilaster or ceiling to floor support has been removed

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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 vendor's activities. The vendor, at the vendor's sole expense, shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- 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.
- 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 lost or stolen tools, equipment, materials or supplies.
- F. Site shall be left in a "broom clean" condition upon completion of work.
- G. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.
- H. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.

PART 4 TERMINATION AND REMEDY

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and subject the vendor to default if material or procedures are used other than those specified.

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

PART 5 NON-EXCLUSIVITY

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

PART 6 WARRANTY

- A. The vendor shall warrant the work and shall remedy any defects due to material defects or faulty fabrication or assembly and parts installation for a minimum of ten (10) years from the date of final acceptance. This warranty shall be provided to the Board in writing prior to payment of final invoice.
- B. Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall remedy any defects, and pay all expenses for any damage to other work resulting therefrom. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice. If the vendor fails to cure warranty repairs during or after the expiration of this contract, shall be subject to default and/or will be recommended to appear before a committee who will preside over a "Responsibility Hearing".

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- C. 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.

PART 7 INVOICING

- A. The invoice document shall contain, as a minimum, the following information, as appropriate:
 - 1. M-DCPS purchase order number, and release number when applicable.
 - 2. Written warranty shall have been supplied.
 - 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.
- B. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.
- C. 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.