



**BIDDER QUALIFICATION FORM**

**BID NO.** 087-DD10

**BID TITLE** TEMPOPARY TRADESPEOPLE

Direct all inquiries to Procurement Management Services.

BUYER NAME:  
BARBARA D. JONES, CPPB, DIRECTOR

E-MAIL ADDRESS: bjpnes@dadeschools.net

PHONE: (305) 995-2348

FAX NUMBER: 995-7443

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on August 31, 2004 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

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

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

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

**II. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

**By: Signature (Original)**

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

**Name (Typed or Printed)**

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

# INSTRUCTIONS TO BIDDERS

## NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

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

### I. PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

**2. PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

**3. TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

### II. SUBMITTING OF BIDS

**A. BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

**B. ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.

2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

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

**C. PLACE, DATE AND HOUR.** Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

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

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

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

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

The notice of cancellation shall:

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

### IV. CHANGE OR WITHDRAWAL OF BIDS

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

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

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

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

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website [www.dadeschools.net](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 6Gx13- 8C-1.064.

VI. AWARDS

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

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

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

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

E. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times

the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

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

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

2. Awards of \$500,000 or Less

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

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

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

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

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

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

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

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

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

D. Samples should be delivered to the following address:

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

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

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

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

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

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

X. PACKAGING

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

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

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

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

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

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

XIV. DELIVERY AND BILLING

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

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

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

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

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

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

XVI. COMPLIANCE WITH FEDERAL REGULATIONS

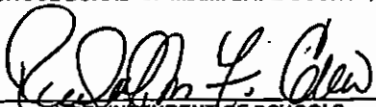
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

# Vendor Information Sheet



1A. \_\_\_\_\_  
Federal Employer Identification Number

Or \_\_\_\_\_  
Owner's Social Security Number

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

\_\_\_\_\_ Street Address

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

## 2. Telephone/Fax/Contact Person

\_\_\_\_\_ Telephone number

\_\_\_\_\_ Fax number

\_\_\_\_\_ Contact Person

\_\_\_\_\_ E-mail address

## 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>

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# 087-DD10

### INDEMNIFICATION

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

### INSURANCE

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

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

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

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

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

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

or

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

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

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

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

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

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 087-DD10	BUYER B. Jones	PAGE SC 1
Temporary Tradespeople		

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, to provide temporary tradespeople services, on an as-needed basis, for Maintenance Operations. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardees, upon final School Board approval, be extended for **two** 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 awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract and extension periods. The successful vendor(s) agrees to this condition by signing its bid.
  
2. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS' actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.
  
3. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for award.
  
4. **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 [www.dade.k12.fl.us](http://www.dade.k12.fl.us) (click District Offices, then click Procurement Management).



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<b>Temporary Tradespeople</b>		

**SPECIAL CONDITIONS CONTINUED**

5. **AWARD:** The award of this contract will be made to up to three bidders, based on the three lowest responsive/responsible bidders meeting all specifications and offering the lowest unit hourly rate per trade.

At its sole discretion, M-DCPS reserves the right to assign work simultaneously to all awarded vendors. M-DCPS also reserves the right to assign work based on the most economical cost per hour of a particular trade, or on the availability of particular trades, as M-DCPS deems it to be in its best interest.

6. **HOURLY RATE:**

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

7. **OVERTIME:**

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

This overtime allowance shall only be provided in those instances where expressly authorized by the M-DCPS Representative prior to the commencement of the overtime work. Furthermore, overtime work shall not be allowed during the normal workday.

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

8. **LABOR, MATERIALS, TOOLS AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR (S):**

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

All materials, workmanship, and equipment shall be subject to the inspection and approval of the M-DCPS. The Vendor(s) shall furnish and provide all necessary and required equipment such as, dollies, hand trucks, pads, mats, tools, packing material and any other materials, equipment or tools necessary to complete the project on schedule. Under no circumstances shall the Vendor(s) borrow tools or equipment that are the property of the school and/or facility.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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Temporary Tradespeople		

**SPECIAL CONDITIONS CONTINUED**

**9. NOTIFICATION PRIOR TO COMMENCEMENT OF WORK:**

Whenever possible, M-DCPS will give a minimum lead time of seventy-two (72) calendar hours to the Vendor(s) prior to the desired starting date for the required tradesperson/tradespeople.

If M-DCPS cancels the scheduled job assignment(s) and fails to provide the Vendor(s) with seventy-two (72) (calendar) hours notice, the Vendor(s) may assess M-DCPS a charge not to exceed (2) two hours at the hourly rate of the crew size requested

**10. VENDOR QUALIFICATIONS:** Vendor must provide documentation that it can provide skilled and licensed (as applicable) tradespersons in categories required. Vendor must provide names of three major agencies, businesses, etc., that the vendor is currently providing tradespeople services to. Please include name of contact person, title of contact person, agency/institution, and telephone number. Vendor must submit a copy of its business license. Additionally, bidders must provide documentation of at least five years experience in providing licensed trades personnel.

**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. BID ADDENDUMS/QUESTIONS:** It is the bidder's responsibility to continuously monitor the M-DCPS, Procurement website, for any addendums that may be posted, prior to the opening of this solicitation. The Procurement website, which lists all bids, addendums and award information, is as follows: <http://procurement.dadeschools.net>, (click on Bid Solicitation). A question and answer link is provided to address all inquiries that may be received on this bid prior to bid opening.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 087-DD10	BUYER B. Jones	PAGE SC 4
Temporary Tradespeople		

**SPECIAL CONDITIONS CONTINUED**

13. **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. Barbara D. Jones, CPPB, Director  
Procurement Management  
FAX # (305) 995-7443  
E-Mail: [bjones@sbab.dade.k12.fl.us](mailto:bjones@sbab.dade.k12.fl.us)

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

Ileana Martinez, School Board Clerk,  
Miami-Dade County Public Schools  
1450 N.E. Second Avenue – Room 268B  
Miami, Florida, 33132  
FAX # (305) 995-1448  
E-Mail: [martinez@dadeschools](mailto:martinez@dadeschools)

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.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
TEMPORARY TRADESPEOPLE CONTRACT SPECIFICATIONS  
BID NO. 087-DD10**

**PART 1- GENERAL**

**GENERAL CONDITIONS**

- A. The General Conditions, Supplementary General Conditions, Modifications to the General Conditions and Special Conditions are made part of this section as if herein written.
  
- B. **VENDOR QUALIFICATIONS**
  - 1. Prior to award of this contract, all vendors shall provide a minimum of three letters of reference, including documentation of **at least five years experience** in providing licensed trades personnel.
  
  - 2. It is the responsibility of the vendor to comply with all codes and regulations laws and M-DCPS rules having jurisdiction for work to be performed under this contract.

**PART 2- SCOPE**

**DESCRIPTION OF THE PROGRAM AND SCOPE OF SERVICES**

Maintenance Operations has functional responsibility for the maintenance of schools and support facilities. It employs 900 plus skilled personnel representing multiple trades. Contracts with accepted vendors will provide services of temporary tradespeople to support Maintenance Operations without permanently augmenting the M-DCPS labor force.

- 1. The utilization of temporary tradespeople will normally be based on consecutive eight-hour periods, per day, between the hours of 6:00 a.m. and 11:30 p.m., Monday through Sunday. M-DCPS's Maintenance Operations payroll schedule is based on a 40-hour workweek, with varying shifts. Personnel will be required to work any shift assigned. In the event of an emergency situation or with reasonable notice, the workday may be extended beyond eight hours. Overtime may be required to complete an assignment on schedule. Overtime hourly rate will be paid after the initial 40 hours.
  
- 2. M-DCPS is seeking vendor(s) who can provide an expedient turn-around-time in supplying temporary tradespeople services.
  
- 3. All temporary tradespeople shall report to assigned work sites throughout Miami-Dade County, as well as, provide their own transportation and tools of their trade(s). Personnel may be required to report to more than one site during the workday. Supervision will be provided by M-DCPS authorized representatives.

#### 4. M-DCPS PROCEDURES FOR REQUESTING TEMPORARY TRADES PERSONNEL

- A. M-DCPS Maintenance Operations, Employee Resources, will notify the vendor(s) of the specific needs.
  - B. The vendor(s) shall then notify Employee Resources of the name, trade, and social security number of the tradesperson(s) they will provide to M-DCPS.
  - C. Employee Resources will advise the vendor(s) of the schedule for fingerprinting and drug testing.
  - D. Employee Resources will notify the vendor of the results. The vendor shall await receipt of the purchase order before filling the request.
5. M-DCPS will require that the vendor(s) provide the total number of hours worked during the invoice period for each purchase order. The vendor shall provide a detailed report itemizing each temporary employee's hours worked for the same period.
6. Payments to the vendor(s) will be made based on the invoices, which have been received and approved.

### **PART 3- SPECIFICATIONS**

#### **GENERAL SPECIFICATIONS**

- a) Employee hourly wage is to include Workers' Compensation, General Liability, State and Federal Unemployment Tax, Social Security and Federal Withholding Tax. Successful bidder(s) shall file all Federal and State Forms (W4, W9, quarterly and yearly reports). Any health insurance and/or benefit packages available to the employees are the sole responsibility of the awardee(s).
- b) Vendor(s) will ensure that temporary tradespersons assigned to M-DCPS shall not participate in strikes or walkouts.
- c) The vendor(s) shall maintain a current record for each employee to verify qualifications and licensing as required. M-DCPS may, at any time during the term of this contract, request verification of licenses and qualifications on personnel provided. Such verification shall be provided within one (1) workday at no additional cost to M-DCPS.
- d) Temporary tradespersons shall refrain from fraternization with all M-DCPS staff.

- e) The vendor's employees, subcontractors and its employees, and any other personnel, 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.
- f) Personnel must behave in a professional manner at all times and must be of good moral character in accordance with Florida Statutes 231.02. A **no smoking and drug free workplace** policy exists in all M-DCPS facilities. (Attachment A)
- g) Personnel provided by the vendor shall be processed in accordance with M-DCPS School Board Rules, which includes fingerprinting and drug testing. The cost of this processing will be borne by the vendor. (Attachment B)
- h) Personnel will at all times wear badges issued by M-DCPS. These badges shall be used exclusively by temporary tradespeople.
- i) Personnel shall dress appropriately when reporting to the work site(s). Appropriate dress for personnel consist of shorts (not cut-off), plain shirts with sleeves, pullovers, and tee shirts. Any clothing with offensive pictures and/or writing will be considered inappropriate and will be not allowed. Industry standard safety / work shoes or boots, preferably with steel toes, should be worn. Canvas type shoes are not acceptable. Personnel, except for Glaziers, Roofers, Sheet Metal Workers, Welders, and Fence Installers are permitted to wear shorts during the summer season (from the first day after the regular school term ends through the day before the regular Fall session begins). Shorts must conform to the following criteria:
  - 1) Color shall be denim blue or dark blue, except for painters and masons, who may wear white.
  - 2) Fabric shall be denim or twill (no spandex).
  - 3) Shorts shall be maintained in order to convey a neat and professional appearance; they are to be free of tears, not frayed, faded, or otherwise deteriorated.
  - 4) Shorts are to be hemmed, and be of a length not below the knee, or more than 2 inches above.

Personnel shall be removed from the work site and the vendor shall not be paid, if in the sole opinion of the M-DCPS Authorized Representative, these dress codes are provisions are violated.

- j) M-DCPS Authorized Representative(s) shall have the sole responsibility for scheduling tradespeople according to the District's needs.
- k) M-DCPS reserves the right of refusal by not accepting trades personnel by vendor(s). Personnel not acceptable will be released back to the vendor(s) at any time.
- l) During the term of the contract, M-DCPS may request personnel in additional categories other than those listed herein. If vendors can supply personnel in these additional categories, the cost for such shall be mutually agreed upon, and their utilization shall be governed by the terms and conditions of this contract.
- m) M-DCPS reserves the right to perform, or cause to be performed, the 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.

**SPECIFICATIONS FOR TRADESPEOPLE - Please note that when completing the forms on the following pages, it is necessary to fill in all the blank spaces, even if the Vendor does not have any tradespeople available in a category.**

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 1: Carpenter (Journeyperson)**

\_\_\_\_\_

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the carpentry trade, including either two (2) years experience as a Journeyperson or successful completion of an acceptable formal training program. Must possess a valid Florida Class D driver's license. Must be able to install, alter, maintain, and repair mill work and rough and finish carpentry work. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 2: Carpenter/Ceiling (Journeyperson)**

\_\_\_\_\_

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the carpentry trade, including either two (2) years experience as a Journeyperson or successful completion of an acceptable formal training program. Must possess a valid Florida Class D driver's license. Must be able to install, maintain, and repair ceiling systems and related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.



**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 3: Carpenter/Floor (Journeyperson)**

\_\_\_\_\_

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Must have the ability to read, write, and understand oral and written instruction. Must have a minimum of four (4) years of diversified experience in the carpentry trade, including either two (2) years experience as a Journeyperson installing carpet and floor tiles or successful completion of an acceptable formal training program. Must possess a valid Florida Class D driver's license. Must be able to install, maintain, and repair floor coverings and related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 4: Construction Project Inspector**

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Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of six (6) years of diversified experience in a construction trade, (i.e. sheet metal, carpentry, electrical, air conditioning, plumbing, painting, roofing, and heating systems), including two (2) years documented experience as a licensed Journeyperson and one (1) year documented experience directing the work of journeypersons. For applicable trades, must possess a valid Certificate of Competency as a Licensed Journeyperson or Master issued by Dade, Broward, Monroe, Collier, or Palm Beach County, and have a valid Florida Class D driver's license. Must have knowledge of building plans, materials, specifications, and construction, and be able to serve as a technical resource in all aspects of design, specifications, installations, inspection, maintenance, and repair performed by specific tradespersons. Must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 5: Electrician (Journeyperson)**

\_\_\_\_\_

\_\_\_\_\_

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the electrical trade, including either two (2) years experience as a licensed Journeyperson or successful completion of an acceptable formal training program. Must possess a valid Certificate of Competency as a Licensed Journeyperson in this trade from Dade, Broward, Monroe, Collier, or Palm Beach County, and a valid Florida Class D driver's license. Must be able to install, maintain, and repair electrical systems and their related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 6: Gas Mechanic (Journeyperson)**

\_\_\_\_\_

\_\_\_\_\_

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the gas systems trade, including either two (2) years experience as a licensed Journeyperson or successful completion of an acceptable formal training program. Must possess a valid Certificate of Competency from Dade, Broward, Monroe, Collier or Palm Beach counties as a licensed Journeyperson in plumbing/gas fitting, or other mechanical trade for which gas fitting is a required component of the Certificate of Competency testing process, or be either a licensed journeyperson or general contractor in liquefied petroleum gas. Must possess a valid Florida Class D driver's license. Must be able to install, maintain, and repair gas systems and their related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 7: Glazier (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the glazier trade, including either two (2) years experience as a licensed Journeyman or successful completion of an acceptable formal training program. Must possess a valid Florida Class D driver's license. Must be able to install, alter, maintain, glass or other material used for windows, doors, and mirrors; must be able to cut glass or other material for the proper fit and use appropriate material necessary for setting a pane in position. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 8: Mason (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the masonry trade, including either two (2) years experience as a licensed Journeyman or successful completion of an acceptable formal training program. Must possess a valid Florida Class D driver's license. Must be able to install, maintain, and repair all items constructed of materials used by Masons. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 9: Painter (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the painting trade, including either two (2) years experience as a Journeyman or successful completion of an acceptable formal training program. Must possess a valid Florida Class D driver's license. Must be able to assist in the preparation, application and maintenance of paint, stain, or other dressings on interior, and/or exterior surfaces of buildings, equipment, or other items Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 10: Plumber (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the plumbing trade, including either two (2) years experience as a licensed Journeyman or successful completion of an acceptable formal training program. Must possess a valid Certificate of Competency as a licensed Journeyman in this trade from Dade, Broward, Monroe, Collier or Palm Beach counties. Must possess a valid Florida Class D driver's license. Must be able to install, maintain, and repair plumbing systems and their related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 11: Refrigeration Mechanic (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the refrigeration trade, including either two (2) years experience as a licensed Journeyman or successful completion of an acceptable formal training program. Must possess a valid Certificate of Competency as a licensed Journeyman in this trade from Dade, Broward, Monroe, Collier or Palm Beach counties. Must possess a valid Florida Class D driver's license. Must possess a "Universal" certificate issued under the authority of the Environmental Protection Agency for servicing all types of air conditioning and refrigeration equipment. Must be able to install, maintain, and repair refrigeration and HVAC systems and their related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 12: Roofer (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the refrigeration trade, including either two (2) years experience as a licensed Journeyman or successful completion of an acceptable formal training program. Must possess a valid Florida Class A driver's license. Must be able to install, alter, maintain, and repair all hot and/or cold roofing systems and their related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 13: Sheet Metal Worker (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the sheet metal trade, including either two (2) years experience as a licensed Journeyman or successful completion of an acceptable formal training program. Must possess a valid Certificate of Competency as a licensed Journeyman in this trade from Dade, Broward, Monroe, Collier or Palm Beach counties. Must possess a valid Florida Class D driver's license. Must be able to layout, fabricate, install, alter, maintain, and repair sheet metal associated with a component, of or the principal physical plant and all related equipment. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**Job Requirements**

**Hourly  
Rate**

**Overtime  
Rate**

**ITEM 14: Sound and Communication Technician  
(Journeyman)**

Must have a minimum of four (4) years experience in the telecommunications field in the areas of Private Automatic Branch Exchanges (PABX), Key Telephone systems, and data communications equipment. Must be in possession of a valid FCC General Radio Telephone Operator (General Class) license or Certified Electronic Technician Journeyman license or have satisfactory completed AT&T certified training on System 75/85 and GI/G2/G3 systems or Metro Certificate of Competency. Must possess a valid Florida Class D driver's license. Must have the ability to install, alter, maintain, and repair materials and equipment normally handled by this trade; use knowledge and experience of this trade to determine a method or devise a means to accomplish the assigned job; and interpret technical data from drawings, blueprints, schematics, and service manuals. Must be able to follow both written and oral instructions. Must have completed OSHA asbestos awareness and safety training courses.

<b>Job Requirements</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
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**ITEM 15: Steamfitter (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the steamfitter trade, including either two (2) years experience as a licensed Journeyman or successful completion of an acceptable formal training program. Must possess a valid Certificate of Competency as a licensed Journeyman in this trade from Dade, Broward, Monroe, Collier or Palm Beach counties. Must possess a valid Florida Class D driver's license. Must be able to install, maintain, and repair steam systems and their related components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

<b>Job Requirements</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
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**ITEM 16: Trades Helper**

Must have the ability to communicate effectively in oral and written form. Must possess a valid Florida class D driver's license. Must be able to perform semi-skilled and manual work in the achievement of a variety of general installation, maintenance and repair tasks in one or more trade areas. Must be able to follow very specific instructions. Must have completed OSHA asbestos awareness and safety training courses.

<b>Job Requirements</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
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**ITEM 17: Welder (Journeyman)**

Must have the ability to read, write, and understand oral and written instructions. Must have a minimum of four (4) years of diversified experience in the welding trade, including either two (2) years experience as a certified Journeyman welder or successful completion of an acceptable formal training program. Must possess an acceptable Welding Certificate from a qualified testing source in accordance with the American Welding Society (AWS) standards for testing, in either position (a) 2G (horizontal) and 5G (vertical) or (b) 6G – inclined (45). Must possess a valid Florida Class D driver's license. Must be able to fabricate, install, alter, maintain, and repair metal components. Must be able to use knowledge and experience of the trade to determine a method or to devise a means to accomplish the assigned job; and must be able to interpret technical data from sketches, blueprints, schematics, and service manuals. Must have completed OSHA asbestos awareness and safety training courses.

**General Personnel Policy Statement****TOBACCO-FREE WORK PLACES**

The School Board of Dade County seeks to foster the health and safety of all Dade County Public Schools employees, students and visitors.

Tobacco products pose a significant risk to the health of the user. Additionally, in sufficient concentrations, side-stream smoke can be hazardous to nonsmokers in the work environment.

Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material, and in other places designated herein.

Use of tobacco products will be prohibited on School Board owned/leased properties and vehicles. The district shall achieve this status by July 1, 1991.

All employees and applicants will be informed of the Dade County Public Schools tobacco-free work place policy.

Each facility shall conduct a vote of all staff members by October 1 of each school year to determine whether the facility shall be designated as tobacco-free.

Smoking cessation workshops will be made available to employees, free of charge. Additional information on smoking cessation programs in the community will also be provided to those employees who choose to seek outside assistance, as described in the Dade County Public Schools **Tobacco-Free Work Places Technical Guide**, which is incorporated by reference into this rule, and made a part thereof.

**PHASE ONE****Prohibited Areas as of September 1, 1989**

Use of tobacco products is not permitted:

- in areas where students are located
- in areas with sensitive equipment, computer systems or where records and files are kept
- in areas where combustible fumes can collect, such as garages, storage areas, areas where chemicals are used and stored, woodshops and areas where flammable products are stored
- in confined areas of general access such as: libraries, clinics, elevators, restrooms, stairwells, copy rooms, lobbies, waiting rooms and switchboard areas



- in classrooms, main offices, conference rooms, auditoriums, cafeterias, corridors and hallways
- in any new facility
- on school buses
- in any facility where the staff has voted by two-thirds majority that the facility be tobacco-free. Special consideration will be provided to transfer requests of employees who use tobacco products and are assigned to facilities which have achieved tobacco-free status as a result of a vote.

**Designated Smoking Areas as of September 1, 1989**

- Smoking/tobacco use will be permitted in Dade County Public Schools vehicles, (except buses, on which smoking is prohibited by law) only when there is no objection from one or more of the occupants.
- Smoking in private (enclosed) offices is left to the discretion of the person occupying the office. If he/she chooses to designate his/her office as a smoking area, a sign should be posted to that effect; the office door shall remain closed while smoking occurs; and meetings with nonsmokers may be held elsewhere.
- Separate area(s) shall be designated as smoking area(s) in facilities not voted or designated tobacco-free.

**PHASE TWO**

Dade County Public Schools will achieve a totally tobacco-free status by July 1, 1991. Visitors will be politely informed that Dade County Public Schools is tobacco-free.

Specific Authority: 230.22(2) F.S.

Law Implemented, Interpreted, or Made Specific: 386.204 F.S.

**History: THE SCHOOL BOARD OF DADE COUNTY, FLORIDA**

**New: 8-23-89**

**General Personnel Policy Statement****DRUG-FREE WORKPLACE GENERAL POLICY STATEMENT**

The School Board of Miami-Dade County, Florida recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. Miami-Dade County Public Schools (M-DCPS) and its employee unions share a commitment to solve this problem and to create and maintain a drug-free work environment.

Miami-Dade County Public Schools is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to Miami-Dade County Public Schools students; the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable and will not be tolerated.

**Policy Objectives**

- A. To promote a healthy, safe working and learning environment.
  - B. To seek the rehabilitation of permanent employees with a self-admitted or detected substance abuse problem.
  - C. To eliminate substance abuse problems in the workplace.
  - D. To provide a consistent model of substance-free behavior for students.
  - E. To provide a clear standard of conduct for Miami-Dade County Public Schools employees.
  - F. To communicate that persons who violate the standards of conduct cited in this rule and who refuse or cannot be assisted by rehabilitation or who have negatively impacted students and/or staff shall be dismissed.
  - G. To hire drug-free employees.
- I. **Policy Statement - Illegal Drugs**

Drug abuse by employees interferes with the educational and work process, and compromises the safety and well-being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- A. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess or use illegal drugs, nor will they be under the influence of such drugs.
- B. Employees on or off duty will not influence students to use illegal or abuse legal drugs.
- C. An employee convicted, adjudicated guilty, or who has entered a plea of guilty for any criminal drug statute violation occurring in the workplace shall notify Miami-Dade County Public Schools within 48 hours after final judgment.

One time only, prior to testing, the Miami-Dade County Public Schools shall give all job applicants and part-time employees going to full-time employment a written statement of its policy on a drug-free workplace.

## **II. Policy Statement - Alcohol and Prescription Drugs**

Alcohol, prescription and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- A. Employees on duty or on School Board property shall not be under the influence of alcohol. Employees in safety sensitive positions, as defined in the Drug-Free Workplace Technical Guide, which is incorporated by reference into this rule, and made a part thereof, will be free of measurable alcohol concentrations. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
- B. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician, and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Rule 6Gx13-5D-1.021, School Health Services Program.

## **III. Policy Statement - Employee Physical Examinations/Screening/Health Services**

In order to establish and support a clear standard of conduct for employees, Miami-Dade County Public Schools adheres to the following provisions:

- A. Drug screening will be included in all physical examinations; existing employees and contracted persons in covered positions will be screened under the Omnibus Transportation Employee Testing Act of

1991 (OTETA), and as required under existing labor contracts, statutes, State Board Rules, and Miami-Dade County Public Schools Board Rules.

- B. Circumstances under which testing may be considered include, but are not limited to, the following:
- observed use of illegal drugs and/or abuse of alcohol during work hours;
  - apparent physical state of impairment of motor functions;
  - marked changes in personal behavior on the job not attributable to other factors;
  - employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage;
  - employee involvement in an accident requiring the vehicle to be towed or medical treatment away from the scene of the accident; and
  - any vehicular fatality.
- C. Drug and/or alcohol screening shall be conducted by Board approved, independent, certified laboratories utilizing recognized techniques and procedures as described in the **Miami-Dade County Public Schools Drug-Free Workplace Technical Guide**. The Technical Guide shall be located in the Board Office, Citizen Information Center, and the Office of the School Board Clerk.
- D. Medical records and information relating directly thereto shall be maintained in strict confidentiality, with the highest regard for employee privacy consistent with Florida's Public Records Act and the purpose of achieving and maintaining a drug-free workplace. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida Laws. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.
- E. Miami-Dade County Public Schools recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of Miami-Dade County Public Schools, where possible, to seek rehabilitation of permanent employees with a self-admitted or detected drug problem.

**IV. Policy Statement - Pre-employment Drug Screening**

- A. Miami-Dade County Public Schools will require pre-employment drug screening of applicants in the manner set forth in the **Drug-Free Workplace Technical Guide**.
- B. Applicants will be referred to Board approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the **Drug-Free Workplace Technical Guide**.
- C. Specimens collected will not be used to conduct any other analysis or test unless otherwise authorized by law.
- D. The validity period for pre-employment drug screening is one year.
- E. Applicants will be informed in advance of the requirement of a negative drug screen as a condition of employment. Applicants testing positive will not be eligible for employment by Miami-Dade County Public Schools for three years from the date of the test. Applicants for designated positions will be informed of the requirement for a random drug screening test, without prior notification, after employment, under existing labor contracts, statutes, OTETA, and Board Rules, except as otherwise provided.

**V. Disciplinary Sanctions**

Employees who violate the standards of conduct cited in this rule and who the Board determines will not be assisted by rehabilitation or who have negatively impacted students and/or staff shall be dismissed. A refusal to submit to a drug test or a second violation of the Drug-Free Workplace Policy shall constitute an inability to be assisted by rehabilitation. Nothing will preclude the Board from seeking criminal prosecution for violation of this policy where the Board deems appropriate.

Specific Authority: 230.22(2); 230.23 (17) F.S.

Law Implemented, Interpreted, or Made Specific: 234.091 F.S.; 34 CFR ' 86.201; 49 CFR parts 40 and 382, et al; 41 USC ' 701-706

**History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

New: 10-4-89

Amended: 9-26-90; 1-6-93; 12-14-94; 8-25-99

**Activities****FINGERPRINTING OF ALL EMPLOYEES PRIOR TO EMPLOYMENT**

Pursuant to Florida Statute 1012.32, it is the intent of the School Board to ensure that only individuals of good moral character be employed by the school system. The Miami-Dade County Public Schools work force is mobile and an employee in the course of a career may be assigned to various work locations where students are present. It is thus necessary to perform the appropriate security checks on all applicants.

1. All applicants for full-time and part-time jobs shall be fingerprinted. The cost of the fingerprinting and the fingerprint processing shall be borne by the applicant.
2. All applicants, full-time and part-time, will not be permitted to work pending fingerprint processing and determination, based on results of the fingerprint check, of compliance with standards of good moral character. Applicants not found to be of good moral character will not be eligible for employment.

For purposes of this rule, good moral character means exemplifying the acts and conduct which would cause a reasonable person to have confidence in an individual's honesty, fairness and respect for the rights of others and for the laws of the state and nation.

3. Miami-Dade County Public Schools shall review fingerprint reports and determine if an applicant's criminal record contains crimes involving moral turpitude. For purposes of this rule, moral turpitude means "a crime that is evidenced by an act of baseness, vileness or depravity in the private and social duties, which, according to the accepted standards of the time a man owes to his or her fellow man or to society in general, and the doing of the act itself and not its prohibition by statute fixes the moral turpitude." Rule 6B-4.009(6), FAC.

Applicants found through fingerprint processing to have been convicted of a crime involving moral turpitude will not be eligible for employment.

Crimes which may demonstrate moral turpitude include but are not limited to:

1. Murder (Section 782.04 F.S.)
2. Manslaughter (Section 782.07 F.S.)
3. Vehicular homicide (Section 782.071 F.S.)
4. Killing of an unborn child by injury to the mother (Section 782.09 F.S.)
5. Assault upon a minor (Section 784.011 F.S.)
6. Aggravated assault (Section 784.021 F.S.)
7. Aggravated assault relating to battery upon a minor (Section 784.03 F.S.)
8. Aggravated battery (Section 784.045 F.S.)
9. Kidnapping (Section 787.01 F.S.)
10. False imprisonment (Section 787.02 F.S.)
11. Removing children from the state or concealing children contrary to court order (Section 787.04 F.S.)
12. Sexual battery (Section 794.011 F.S.)
13. Carnal intercourse with an unmarried person under 18 years of age (Section 794.05 F.S.)
14. Prostitution (Chapter 796 F.S.)
15. Arson (Section 806.01 F.S.)
16. Robbery (Section 812.13 F.S.)
17. Incest (Section 826.04 F.S.)
18. Aggravated child abuse (Section 827.03 F.S.)
19. Child abuse (Section 827.04 F.S.)
20. Sexual performance by a child (Section 827.071 F.S.)
21. Exploitation of an elderly person or disabled adult (Section 825.102 F.S.)
22. Drug abuse if the offense was a felony or if any other person involved in the offense was a minor (Chapter 893 F.S.)

If the administration finds it appropriate upon consideration of the particular circumstances of an applicant's case (timing, persons involved, specific mitigating facts), a determination may be made finding that such crime as applied to the applicant does not involve moral turpitude.

4. An applicant denied employment because of a lack of good moral character including but not necessarily limited to conviction of a crime involving moral turpitude shall have the right to appeal such decision to the Office of Professional Standards. The request for appeal must be filed within 15 days following notification of denial of employment.

5. Personnel who have been fingerprinted and processed in accordance with this rule and who have had a break in service of more than 90 days shall be required to be re-fingerprinted in order to be re-employed.

Specific Authority: 1001.41(1)(2); 1001.42(22); 1001.43(10) F.S.

Law Implemented, Interpreted, or Made Specific: 1012.32; 943.0585(6) F.S.

**History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

New: 1-10-90

Amended: 10-9-96; 3-12-03