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THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
SCHOOL BOARD ADMINISTRATION BUILDING

1450 Northeast Second Avenue  
Miami, Florida 33132



Direct all inquiries to the  
Bureau of Procurement and  
Materials Management.  
Buyer Named:  
Oretha Houser  
Phone: 305-995-2349  
TDD Phone: (305) 995-2400

## BIDDER QUALIFICATION FORM

**Bid No: 090-CC07**

**Bid Title: Furnish and Install Epoxy Flooring**

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON May 29, 2003 IN ROOM 351, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO BIDDERS, para. IV.B.)

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

**I. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. 1.A.2.)**

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

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

**II. INDEMNIFICATION**

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

**III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para 1.A.1., and VI., and check (x) below:**

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond \_\_\_\_\_ Check (Cashier's check, Certified, or Equal) \_\_\_\_\_

**PLEASE TYPE OR PRINT BELOW**

**LEGAL NAME OF VENDOR:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**BY: SIGNATURE (ORIGINAL)**  
**OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**NAME (TYPED)**  
**OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## I. PREPARING OF BIDS

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

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

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

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

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

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

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

**C. BID PROPOSAL FORM** defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate 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 IX: Packaging.

**2. PROTEST OF SPECIFICATIONS.** Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and 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 § 120.569 and 120.57, Fla., Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla., Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

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

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

## II. SUBMITTING OF BIDS

**A. BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

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

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

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

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

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

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

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

## III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

**C.** The notice of cancellation shall:

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

## **IV. CHANGE OR WITHDRAWAL OF BIDS**

**A. PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid he/she shall do so in writing. This communication is to be received by the District Director, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

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

## **V. AWARDS**

**A. RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request 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. AWARD RECOMMENDATION.** Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375, each Friday, to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of §§ 120.569 and 120.57, Fla. Stat. Petitions for hearings on protests pursuant to §§ 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. This provision supersedes and governs over any conflicting provision in this document.

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

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

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

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

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

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

## **VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)**

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

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

### **1. Awards Greater than \$300,000**

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

Contract Amount	Minimum Rating by A.M. Best
\$ 500,000.01 to \$2,500,000	None
\$2,500,000.01 to \$5,000,000	B + or NA-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 \$300,000 or Less**

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

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

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

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

**D. RELEASE OF PERFORMANCE SECURITY.** Return to the Awardee of 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.

## **VII. SAMPLES.**

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

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

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

**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.

Revised February 2001

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: (305) 995-3290

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

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

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

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

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

#### IX. PACKAGING

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

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

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

#### X. PURCHASES BY OTHER PUBLIC AGENCIES.

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

#### XI. RECYCLING REQUIREMENTS.

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

#### XI. ENVIRONMENTAL PRODUCTS.

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

### XII. DELIVERY AND BILLING

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

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

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

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

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

### XIV. NO GRATUITY POLICY.

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

### XV. COMPLIANCE WITH FEDERAL REGULATIONS

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(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 Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

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

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

### XVI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

### I. PREPARING OF BIDS

**A. BIDDERS RESPONSIBILITY.** Each bidder shall carefully examine the Instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

### II. AWARDS

**A. BASIS FOR AWARDS.** The awards of all items on this bid will be made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

**B. AWARD OF FOREIGN PRODUCTS.** Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be welded to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

**III. NEW FOOD ITEMS/BRANDS.** Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144, Telephone: (305) 995-3230.

**IV. USAGE REPORTS.** The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144.

**V. INSURANCE REQUIREMENTS.** Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.

**VI. USDA CERTIFICATION DOCUMENT.** Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.

**VII. NUTRIENT DATA SUBMISSION FORM.** Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

### VIII. 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. DELIVERED PRODUCTS.** All products delivered shall be identical to the samples submitted for evaluation, and as awarded to successful vendors.

**C. UNAUTHORIZED DELIVERIES.** The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Unauthorized deliveries may result in non-payment of invoices.

**D. SUBCONTRACTING DELIVERY.** The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the awards(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) (awardees).

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 BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

Bid Number: 090-CC07  
Bid Title: Furnish and Install Epoxy Flooring  
Assigned Buyer: Oretha Houser

## **Special Conditions**

### **1 - PURPOSE 1A**

The purpose of this bid is to establish a contract to purchase , at firm unit prices, for the installation of epoxy flooring at Comstock Elementary, Miami Killian Senior High, Ponce De Leon Middle School, and the Stores and Distribution facility. The successful bidder(s) shall furnish all supervision, labor, materials, equipment, transportation and services required for completion of work, in accordance with the attached Specifications. The awardee(s) will be notified when the recommendation has been acted upon by the Board. All prices shall be firm, and the successful vendor(s) agree(s) to this condition by signing its bid.

### **2 - INSURANCE REQUIREMENTS**

Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

### **3 - ELIGIBILITY**

Bidder(s) must be regularly engaged in the installation of epoxy flooring.

Vendors must provide the names, telephone numbers and addresses of three (3) customers where work similar in size and scope to that described in these specifications has been completed, (please use attached vendor references form). Said customers premises must be available to M-DCPS representatives for site inspection.

### **4 - AWARD**

Award of line items 1 through 4 will be awarded as individual jobs, to the lowest responsive and responsible vendor(s) meeting specifications, and regularly engaged in the installation of epoxy flooring.

Bid Number: 090-CC07  
Bid Title: Furnish and Install Epoxy Flooring  
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## **Special Conditions**

### **5 - SITE INSPECTION**

Prospective vendors are encouraged to make site inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The owner's representative is available to answer questions regarding normal work load, average job size, problems, safety considerations, or other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award. Please refer to ATTACHMENT (A) for school locations and contact information.

### **6 - FURNITURE AND EQUIPMENT**

M-DCPS personnel shall move furniture, such as desk, chairs, file cabinets, etc. Equipment and fixtures shall be removed, disconnected, re-installed, and re-connected by vendor, in accordance with Specifications 3.01 Preparation, B.

### **7 - MATERIAL SAFETY DATA SHEET**

As per Florida Statutes, Chapter 442, Material Safety Data Sheets (MSDS) are required for materials specified in the Master Specifications. Bidders are requested to submit material safety data sheet(s) within five (5) days of request. Failure to supply a MSDS in the allotted time, may subject the vendor to default, for non-compliance.

### **8 - PRE-APPROVED PRODUCTS**

The products listed in the attached specifications, have been pre-approved. The use of a manufacturer's brand name, trade name, or model is for reference purposes only and should not be interpreted as a statement of preference. Bids will be accepted on these and comparable products, provided the quality of the proposed products meet or exceed the quality of the products listed. Vendors may be required to submit samples of any product not listed in the attached specifications.

Bid Number: 090-CC07  
Bid Title: Furnish and Install Epoxy Flooring  
Assigned Buyer: Oretha Houser

## **Special Conditions**

### **9 - TECHNICAL SPECIFICATIONS**

If a product is to be considered as an equal to the specified product, complete technical specifications, together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. Non-compliance with this condition may cause the item not to be considered for award.

### **10 - INVOICING**

Invoices shall be mailed to the appropriate M-DCPS authorized representative as indicated in the purchase order, and shall be in accordance with Specifications, PART 6 INVOICING.

### **11 - SUBMITTAL OF CORRESPONDENCE**

All comments or questions regarding this solicitation must be faxed or e-mailed to:

Ms. Oretha Houser, Buyer  
Procurement Management  
Fax: (305) 995-2302  
E-mail: ohouser@sbab.dade.k12.fl.us

### **12 - CERTIFICATE OF COMPETENCY**

Each bidder, by submitting a bid, certifies that they possess a current certificate of competency, approved by Miami-Dade County Construction Trades Qualifying Board Division "A", and issued by Miami-Dade County Building Code Compliance Division. The bidder's Qualifying Agent (Q.A.) must supervise, direct and control all work. Bidders must submit a photocopy of their license with their bid.

### **13 - OCCUPATIONAL LICENSE**

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article



Bid Number: 090-CC07  
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## **Special Conditions**

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.

### **14 - VENDOR INFORMATION SHEET**

All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.

### **15 - 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).

# 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>

**The School Board of Miami-Dade County, Fl.**  
**Bid # 090-CC07**  
**Furnish and Install Epoxy Flooring**

**Name Of Bidder:** \_\_\_\_\_

**Bid #:** 090-CC07

**Title:** Furnish and Install Epoxy Flooring

**Buyer Name:** Oretha Houser

**Important Bid Notes**

WARRANTY: (See Specifications 1.07)

PRICING: In the Price Per Unit column, Bidder's must enter for each line item, the total job cost (\$) for that line item.

SPECIFICATIONS AND SCOPE OF SERVICE: Please refer to the attached bid Specifications and Attachment (A).

Description Of Item	Quantity	Unit	Price Per Unit	Manufacturer & Model # OR Brand & Product #			
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**Individual Items Follow**

Item 1 - SUPPLY AND INSTALL EPOXY FLOORING, COMSTOCK ELEMENTARY.	1	Each					
Item 2 - SUPPLY AND INSTALL EPOXY FLOORING, MIAMI KILLIAN SENIOR HIGH.	1	Each					
Item 3 - SUPPLY AND INSTALL EPOXY FLOORING, PONCE DE LEON MIDDLE.	1	Each					
Item 4 - SUPPLY AND INSTALL EPOXY FLOORING, STORES AND MAIL DISTRIBUTION.	1	Each					

**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
EPOXY RESIN FLOORING WITH INTEGRAL COVE BASE  
SPECIFICATIONS**

**PART 1 GENERAL**

**1.00 SPECIAL CONDITIONS**

**1.01 SCOPE OF WORK**

**A. Purpose**

The purpose of this bid is to establish a contract at firm unit prices, for the purpose of estimated requirements for the items listed to furnish and install seamless epoxy flooring for schools and facilities of Miami-Dade County Public Schools.

**B. Related work specified in other sections:**

1. Instructions to bidders.
2. Line item specifications.
3. Miami-Dade County Public Schools Master Specifications Guidelines Sections:
  - a. 03300 - Cast-in-Place Concrete.
  - b. 09730 - Epoxy Resin Flooring with Integral Cove Base
  - c. 09000 - Patching and Finishes.
  - d. 09900 - Painting.
  - e. 09905 - Epoxy Resin Wall Finish.

**(Note: These Master Specification Guidelines may be accessed on the internet at <http://facil.dade.k12.fl.us/facplan/master01.htm>)**

- C. ASTM F710-92 – Standard practice for preparing concrete floors and other monolithic floors to receive resilient flooring.
- D. Where conflicting specifications exist between the related documents, the more restrictive specification will prevail. Trade association general standards referred to in the related documents will be interpreted based on the most recent revision.

**1.02 REFERENCES**

- A. Florida Building Code (FBC)

### 1.03 DEFINITIONS

A. Owner:

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

B. M-DCPS authorized representative:

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

C. Inspector:

Shall mean an authorized representative of Maintenance Operations.

D. Vendor:

Refers to the person, firm or corporation authorized to do business in the State of Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.

E. Performance:

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

F. Acceptance:

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

G. Punch List:

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

H. Emergency:

Shall mean such situations or circumstances as designated by the M-DCPS authorized representative or designee.

I. Written Notice:

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

J. Material Safety Data Sheet (MSDS)

Information on chemicals or ingredients.

1.04 JOB CONDITIONS

A. General:

The vendor is responsible for providing all labor, material, supervision and equipment necessary to perform all work required under this contract and shall do so in a manner that is safe, efficient and environmentally acceptable.

B. Site inspection:

1. Prospective vendors are encouraged to make inspections of typical school sites to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The M-DCPS authorized representative shall be available to answer questions regarding normal work load, average job size and special conditions.
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, safety considerations or other conditions unique to this school system shall not entitle the awarded vendor to additional compensation after a notice to commence is issued.

C. Emergency response:

1. Where an emergency situation is deemed to exist by the M-DCPS authorized representative, the vendor will be required to respond on a verbal confirmation to proceed issued by Procurement. The response must result

in the arrival of a work crew at the affected site within four hours. Failure to respond in a timely manner to an emergency shall constitute grounds for termination of this award.

D. Emergency proposal:

The vendor shall survey the project location and submit a proposal to the M-DCPS authorized representative, within 48 hours after a Request for Proposal is issued by any means. Proposals shall include contract line items and items Not in Contract, with quantities, descriptions, unit prices and extension totals per item.

E. Standard proposal:

The vendor shall survey the project location and submit a proposal to the M-DCPS authorized representative within seven calendar days after a written Request for Proposal is issued. Proposals shall include contract line items and items Not in Contract, with quantities, descriptions, unit prices and extension totals per item.

F. Termination and remedy:

1. M-DCPS reserves the right to terminate any work awarded under this contract, or to cancel this contract in its entirety, upon 30 days written notice to the vendor.
2. In the event that the vendor fails to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, M-DCPS shall issue a written notice to the vendor, listing such deficiencies, and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being deducted from the contract price. Exercise of this provision does not preclude termination of the contract.
3. 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.

G. Interference:

The vendor shall perform all work with a minimum amount of disruption to the normal operation of the school facility.

H. Working Day

The normal working hours for M-DCPS are between 7:00 a.m. to 11:00 p.m., Monday through Friday. As directed by the M-DCPS authorized representative, the vendor shall work during school off-hours, recess periods, or holidays at no additional cost to the Board.

I. Construction Activities:

1. Upon arrival and departure at the job site, the vendor's personnel shall check in and out with the main office. The vendor shall also coordinate construction activities, including materials delivery as well as trash and/or scrap materials removal, with schools' administrative offices in order to minimize disruption of the educational process.
2. The vendor is responsible for receiving all deliveries and must establish work schedule accordingly.

J. Warranty:

All work performed by the vendor shall be warranted for a minimum period of one year after final acceptance. This warranty shall be provided to the Board, in writing, at time of final invoicing. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. All defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period shall be corrected by the vendor at no cost to the Board. Unless otherwise specified, warranty repairs shall be considered emergencies, and the vendor shall be required to respond as described in Section 1.04, C, Emergency Response.

K. Performance period:

Individual purchase orders issued under this contract will have specific work performance time lines and completion dates. These time frames will be mutually agreeable and will be strictly adhered to. Failure on the part of the vendor to complete these individual projects within the established performance period may result in termination of this contract.

L. Inspection and Punchlist:

1. The M-DCPS authorized representative will monitor the vendor using quality assurance procedures established in the work order. However, M-DCPS reserves the right to use other methods to assure compliance with all terms and conditions of the contract. In no event shall M-DCPS' right to inspect



be restricted. The vendor is responsible for requesting all required inspections. Vendor shall give two working days notice prior to any inspection request. If the work is not complete when the inspection occurs, the vendor may be held liable for the cost of the inspection.

2. Progress Inspection:

At any time during the execution of projects performed under this contract, the M-DCPS authorized representative may, without notice to the vendor, inspect the work for quality of materials and/or installation. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative.

3. Final Inspection:

Upon completion of the work, the vendor shall notify the M-DCPS authorized representative, and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be effected within 30 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.

1.05 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidder must be qualified and properly licensed to perform the scope of the work described herein. Bidders must possess a valid occupational license issued by Miami-Dade County.
- B. Prior to award of this contract, the vendor shall provide a minimum of three letters of reference of similar work performed within the South Florida area within the last three years.
- C. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- D. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- E. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board rule 6GX13-4-1.05. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.

- F. Vendor shall insure that all of its personnel engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of its employees' qualifications.
- 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 materialmen engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.
- I. The vendor will insure that any of its employees engaged in the disconnection/connection of gas, liquid petroleum gas, natural gas, water or steam shall be licensed in accordance with the Florida Department of Business and Professional Regulation and Miami-Dade County requirements

#### 1.06 DELAYS AND EXTENSIONS OF TIME:

- A. Completion within the established time frame for each individual project is very important. If the vendor is unable to adhere to the established schedule, a Request for Time Extension shall be submitted to the M-DCPS authorized representative, stating the reasons for the request and the amount of time the project is being requested to be extended. The M-DCPS authorized representative will evaluate the request to determine if the reasons for the request are due to circumstances beyond the vendor's control, and, if such is the determination, will also decide, and adjust if necessary, the length of the time extension to be granted. Approval of extensions will not be automatic.
- B. Should any project fall behind schedule as established in the individual project purchase order, or pursuant to Section 1.04, (L), Inspection and Punchlist, the M-DCPS authorized representative may direct the vendor to accelerate the remaining work in order to bring the project into compliance with the schedule.
- C. If the vendor is unable to bring the project into compliance with the approved schedule, then M-DCPS may implement the provisions of Section 1.04 (F), Termination and Remedy of this contract, and/or may seek liquidated damages

pursuant to the schedule below. By accepting this contract, the vendor consents and agrees that it is not necessary for the Board to prove monetary loss in order to assess liquidated damages.

#### **SCHEDULE FOR LIQUIDATED DAMAGES**

<b>Work Order Price</b>	<b>Liquidated Damages <u>Per Day</u></b>
Up to \$15,000.00	\$100.00 plus 0.1% of (Purchase order) price
\$15,000.01 to \$40,000.00	\$150.00 plus 0.7% of all over \$15,000.00
\$40,000.01 to \$199,999.99	\$430.00 plus 0.5% of all over \$40,000.00

- D. Nothing contained in this subparagraph shall be construed as limiting the right of the Board to proceed under any other paragraph in the contract or work order should the vendor fail to complete the work on time.

#### **1.07 PERMITS, LICENSES AND FEES**

- A. This work will be accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for the cost of obtaining this Permit.
- B. The vendor shall obtain and be responsible for the costs for any licenses, inspections and disposal fees required for this contract and shall comply with all laws, ordinances, regulations and code requirements applicable to the work contained herein. Damages, penalties and/or fines imposed on M-DCPS or the vendor for failure to obtain required licenses, payment of fees, or for the vendor's negligent pursuit of this contract shall be borne by the vendor.

#### **PART 2 PRODUCTS**

##### **2.00 MANUFACTURERS**

- A. The following manufacturers have been pre-approved for epoxy resin composition flooring.
1. Dex-O-Tex: Decorflor and Cheminert KD, Posi-Tred "O".
  2. Dur-A-Flex: Dur-A-Quartz.
  3. Selby: Selbaclad.
  4. Master Builders: Morritex.
  5. StonHard, Inc.: Stonshield HRI.

- B. Additional manufacturers may be pre-approved during the term of this contract. Conversely, manufacturers may lose pre-approved status. Affected products shall be incorporated or excluded as appropriate.
- C. Vendors offering equivalent products to those listed above must submit samples to the M-DCPS authorized representative, and shall not be used without prior approval.

## 2.01 MATERIALS

- A. Basecoat
  - 1. Thickness: 1/4" for new floor. Match existing thickness for repairs.
  - 2. Color: Selected by the M-DCPS authorized representative from the basecoat manufacturer's stock color selection.
- B. Topcoat
  - 1. Colored, skid resistant, orange peel texture, non-abrasive topping in quantity as recommended by the basecoat manufacturer for use with the specified basecoat.
  - 2. Color: Matching basecoat color.
- C. Skid Resistance: As selected by the M-DCPS authorized representative from the basecoat manufacturer's stock selection, the basecoat must have a smooth skid-resistance and with a coefficient of friction of at least 0.5.
- D. Underlayment: As recommended by the basecoat manufacturer.
- E. Joint Sealant Materials: As produced by the manufacturer of the epoxy resin composition flooring system for type of service and joint condition indicated.

## 2.03 SUBMITTALS

- A. At the request of the Board, the vendor shall submit manufacturer's specifications, recommendations, and installation instructions for specified underlayment and topping materials. Include the following:
  - 1. Manufacturer's published data, or letter of certification, or certified testing laboratory report, indicating each material complies with specified requirements and is intended for application shown.
  - 2. Manufacturer's standard color chart.

3. Manufacturer's top coat skid-resistance chart ranging from fine to coarse.
- B. At the request of the Board, the vendor shall submit 4 inch by 4 inch minimum sized samples in the color and finish as selected by the M-DCPS authorized representative.
  1. Provide a minimum of three (3) samples per color and finish as selected by the M-DCPS authorized representative.
  2. The epoxy resin composition flooring samples shall be applied to a rigid backing.

### **PART 3 EXECUTION**

Vendor shall comply with the specifications contained herein, the conditions stated on individual purchase orders and, all applicable requirements, the Miami-Dade County Public Schools Master Specification Guidelines as identified in Paragraph 1.01, (B) of these specifications.

#### **3.00 INSPECTION**

- A. Do not proceed with the work of this section until conditions impeding the proper and timely completion of the work have been corrected in an acceptable manner.
- B. Existing Slopes To floor drains: Before starting work, verify existing slopes to floor drains function properly and do not leave standing water or "bird baths". If such conditions are found to exist, correct as necessary.

#### **3.01 PREPARATION**

- A. Vendor shall comply with ASTM F710, manufacturers' recommendations as specified for surface preparation of new and existing substrates.
- B. Vendor shall remove all fixed and movable equipment before application of flooring material. Vendor shall also disconnect and properly seal all plumbing and gas fixtures, if present. Reinstall and reconnect same after installation of flooring material is complete.
- C. Vendor shall test for moisture to determine if the concrete slab is adequately dry for flooring installation. Vendor shall test existing concrete slabs on grade for manufacturers allowable moisture content by one of the following methods and shall provide a written report of findings.
  1. The protimeter electrical conductivity survey master moisture test instrument.

2. Calcium chloride test.
- D. Concrete shall be smooth and level, with maximum surface variations not exceeding 1/8" in a 10 foot radius. Grind down ridges and other irregularities.
  - E. Fill cracks, holes, and depressions with latex cement underlayment as recommended by the flooring manufacturer.
  - F. The vendor shall clean area before installation using the following methods:
    1. Clean substrate surfaces to be free of paint, wax, oil, grease or other materials that can effect bonding and smoothness of basecoat materials. Provide a clean, dry, and neutral substrate.
    2. Shot-blast concrete surfaces to obtain optimum bond of flooring to concrete.
      - a. Remove sufficient material to provide a sound surface free of laitance, glaze, efflorescence, and any bond-inhibiting curing compounds or form release agents.
      - b. Remove grease, oil, and other penetrating contaminates.
      - c. Repair damaged and deteriorated concrete to acceptable condition.
      - d. Leave surfaces free of dust, dirt, laitance, and efflorescence.
  - G. Allow for concrete substrate to properly cure and determine whether the concrete slab is adequately dry for flooring installation.
    1. Test concrete slabs in new construction or existing slabs on grade for manufacturer's allowable moisture content by one of the following:
      - a. The protimeter electrical conductivity survey master moisture test instrument.
      - b. Calcium chloride test.

### 3.02 INSTALLATION

#### A. Application

1. Apply troweled epoxy resin composition flooring with integral 4 inch high cove base by an applicator approved by the manufacturer of the flooring materials.

2. Apply without seams according to shop drawings and the flooring manufacturer's printed instructions.
  3. New flooring thickness shall be uniform to maintain existing slope to floor drain. Chip a minimum of 12 inches around floor drain to maintain new flooring thickness at the drain.
- B. Patch or repair cracks and level uneven areas with specified underlayment materials according to underlayment manufacturer's recommendations.

### **3.03 ADJUSTING AND CLEANING**

- A. Use cleaning materials and procedures recommended by flooring manufacturer.
- B. Vendor is responsible for protection and cleaning of surfaces after final coats.

### **PART 4 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 5 PROTECTION AND CLEANUP**

- A. The vendor shall take all necessary steps to provide a safe work environment for the occupants of the school and the general public in and around the work area and while the work is being performed. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract.
- B. During the execution of projects, the vendor shall take all necessary, ordinary and extraordinary precautions to insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities, including but not limited to installation of Visqueen, or equivalent dust barrier, to separate the work area from non- work areas. Any such damage shall be corrected by the vendor at the vendor's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- C. 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.

- D. Vendor, its employees and /or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without expressed written permission prior to commencement of project from the M-DCPS authorized representative.
- E. Vendor's materials, equipment and tools which are not in use shall be stored in a secured location supplied by the vendor.
- F. M-DCPS is not responsible for loss of tools, equipment or supplies.
- G. Site shall be left in a "broom clean" condition upon completion of work.
- H. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.

## **PART 6 INVOICING**

- A. The invoice document shall contain, as a minimum, the following information:
  - 1. M-DCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
  - 2. Unit line items of work performed with quantities, descriptions, unit prices and extension totals per line item.
  - 3. Items of work performed which are Not in Contract, showing quantities, descriptions, unit prices and extension totals per item.
  - 4. Start and completion time and date(s) of work performed.
  - 5. Work location where services were provided.
  - 6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
  - 7. Final release of claim from the vendor.
  - 8. Written one year warranty pursuant to Section 1.04, J, Warranty.
- B. Payment will only be made for actual installed materials and work performed, which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.



- C. Invoices shall be mailed or delivered to the appropriate M-DCPS authorized representative as identified on the purchase order.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
BID NO. 090-CC07  
FURNISH AND INSTALL EPOXY FLOORING

**ATTACHMENT (A)**

ITEM	DESCRIPTION
1	<p><b><u>COMSTOCK ELEMENTARY, 2420 N.W. 18 AVENUE, MIAMI, FL 33142, 305-635-7341</u></b> - INSTALL 1/4 QUARTZ EPOXY FLOORS WITH INTEGRAL COVEBASE IN BOYS AND GIRLS GANG REST ROOMS PORTABLE 77-001. APPROXIMATELY: 641 SQUARE FEET AND 176 LINEAL FEET.</p> <p>1) REMOVE AND DISPOSE OF OLD FLOORING.  2) REMOVE AND RE-INSTALL UPON COMPLETION, ALL BATHROOM FIXTURES INCLUDING BUT NOT LIMITED TO TOILETS, WATER FOUNTAINS, AND BATHROOM PARTITIONS.  3) PREP SUB FLOOR AS PER MANUFACTURE &amp; M-DCPS SPECIFICATIONS. REPAIR ANY IMPERFECTIONS IN SUB-FLOOR.  4) CONTRACTOR RESPONSIBLE TO REMOVE AND CLEAN ANY UNDER LAYMENT SUCH AS MUDBEDS OR ANY OTHER MATERIALS BETWEEN EXISTING FLOOR AND SUB-FLOOR AND MUST BRING FINISHED FLOOR BACK TO ORIGINAL GRADE AND ELEVATION.  5) INSTALL NEW 1/4" IMPERVIOUS FLOORING, AND 4" INTEGRAL COVE BASE.  6) INSURE ALL SLOPES ARE MAINTAINED AND MEET M-DCPS SPECIFICATIONS FOR PROPER DRAINAGE.  7) VENDOR MUST NOTIFY M-DCPS FOR MULTIPLE INSPECTIONS:  1ST - AT REMOVAL OF EXISTING FLOOR, 2ND - AFTER SUB-FLOOR PREP, AND 3RD - AT PITCH TO DRAINS.  8) INSURE NEW EPOXY FLOORING SEALS AROUND DRAIN COLLARS.  9) ALL DRAINS MUST BE CLEAR OF TRASH AND DEBRIS.  10) SITE MUST BE CLEAN OF TRASH AND DEBRIS UPON COMPLETION.  11) PROVIDE AND INSTALL A VISQUEEN DUST BARRIER AT ALL EXIT DOORS OF WORK AREA TO CONTROL DUST.</p> <p><b>PROJECT CONTACT PERSON: MR. LUIS O. MARTINEZ, FACILITIES OPERATIONS - MAINTENANCE, (305) 995-4300, AND PROJECT FOREMAN: MR. RICHARD SIMONS, SOUTH CENTRAL MAINTENANCE SATELLITE, 305-995-4300. IN ADDITION TO THE ABOVE SPECIFICATIONS, ALL WORK TO BE DONE AS PER M-DCPS SPECIFICATIONS ATTACHED.</b></p>
2	<p><b><u>MIAMI KILLIAN SENIOR HIGH, 10655 S.W. 97 AVENUE, MIAMI, FL 33176, 305-271-3311</u></b> - REPLACE QUARRY TILE FLOOR WITH NEW 1/4" QUARTZ EPOXY IMPERVIOUS FLOORING AND 1/4" INTEGRAL COVE BASE, IN THE KITCHEN, STORAGE AREA, PAPER ROOM, AND DRY STORAGE ROOM. APPROXIMATELY: 4,115 SQUARE FEET AND 430 LINEAL FEET. EQUIPMENT AND FURNITURE: REMOVAL OF ENTIRE KITCHEN, MANAGER AREA, AND WASHING AREA IS REQUIRED. REINSTALL AND LEVEL EQUIPMENT WITH FASTENERS THROUGHOUT AREA AND SEAL SINK UNITS TO WALL, CUT-DOWN OF DISHWASHER TABLE AS NEEDED, WELD TOGETHER WITH UNDERSIDE SUPPORT, AND POLISH TO A #3 FINISH ON INSTALL. PRICE TO INCLUDE ELECTRICAL, PLUMBING AND GAS CONNECTIONS. VENDOR MUST INSTALL EQUIPMENT IN SAME SPOT. STORAGE IN CAFETERIA: REMOVE CENTER T-ASTICAL FOR DOUBLE DOOR, AND RE-INSTALL AFTER FLOORING WORK HAS BE COMPLETED. EXTRA: PERIMETER OF WALK-IN COOLER NEED REMOVAL OF EXISTING CURB, AND REPLACEMENT WITH S/S L-CHANNEL.</p> <p><b>PROJECT CONTACT PERSON: MR. ADRIAN BURLEIGH, MAINTENANCE OPERATIONS, CORAL REEF FACILITY, AT 305-256-3110, OR PAGER NO. 305-730-5011. IN ADDITION TO THE ABOVE SPECIFICATIONS , ALL WORK TO BE DONE AS PER M-DCPS SPECIFICATIONS ATTACHED.</b></p>

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
BID NO. 090-CC07  
FURNISH AND INSTALL EPOXY FLOORING

**ATTACHMENT (A)**

ITEM	DESCRIPTION
3	<p><b><u>PONCE DE LEON MIDDLE, 5801 AUGUSTO STREET, CORAL GABLES, FL 33146, 305-661-1611</u></b> - INSTALL QUARTZ EPOXY FLOOR OVER TERRAZO AND BARE CONCRETE. APPROXIMATELY: 2,200 SQUARE FEET AND 340 LINEAL FEET.</p> <p>1) REMOVE ALL KITCHEN EQUIPMENT STEEL TABLES, GAS EQUIPMENT, ELECTRICAL EQUIPMENT, ICE MACHINES, FREEZERS, FREEZER COMPRESSER, SINKS, ETC. RE-INSTALL EQUIPMENT PROPERLY, ACCORDING TO M-DCPS SPECIFICATIONS. CONTRACTOR MUST PERFORM A DROP-TEST AND SEND RESULTS TO THE M-DCPS REPRESENTATIVE LISTED BELOW, IN WRITING.</p> <p>2) CLEAN SHOT BLAST AND PREP SUB FLOOR AS PER MANUFACTURE AND M-DCPS SPECIFICATIONS. REPAIR ANY IMPERFECTION IN SUBFLOOR.</p> <p>3) CONTRACTOR IS RESPONSIBLE TO REMOVE AND CLEAN ANY UNDERLAYMENT SUCH AS MUDBEDS OR ANY OTHER MATERIALS BETWEEN EXISTING FLOOR AND CONCRETE SLAB, AND BRING FLOOR BACK TO ORIGINAL GRADE AND LEVEL.</p> <p>4) INSTALL NEW 1/4" IMPERVIOUS FLOORING, AND 4" INTEGRAL COVE BASE, APPROXIMATELY #2,540 UNITS.</p> <p>5) INSURE ALL SLOPES MEET M-DCPS SPECIFICATIONS FOR PROPER DRAINAGE.</p> <p>6) VENDOR MUST NOTIFY M-DCPS FOR MULTIPLE INSPECTIONS:</p> <p>A) AFTER SHOTBLAST.</p> <p>B) AT PITCH TO DRAINS.</p> <p>7) INSURE NEW EPOXY FLOORING SEALS AROUND DRAIN COLLARS.</p> <p>8) ALL DRAINS MUST BE CLEAR OF TRASH AND DEBRIS.</p> <p>9) SITE MUST BE CLEAN OF TRASH AND DEBRIS UPON COMPLETION.</p> <p>10) PROVIDE AND INSTALL A VISQUEEN DUST BARRIER AT ALL EXIT DOORS.</p> <p><b>PROJECT CONTACT PERSON: MR. LUIS O. MARTINEZ, FACILITIES OPERATIONS - MAINTENANCE, 305-995-4300, AND PROJECT FOREMAN: MR. NATHANIEL POPPS, SOUTH CENTRAL MAINTENANCE SATELLITE, 305-995-4300. IN ADDITION TO THE ABOVE SPECIFICATIONS, ALL WORK TO BE DONE AS PER M-DCPS SPECIFICATIONS ATTACHED.</b></p>
4	<p><b><u>STORES AND MAIL DISTRIBUTION, 7001 S.W. 4 STREET, MIAMI, FL 33144, 305-995-3000</u></b> - INSTALL 1/4" EPOXY FLOORS, AND 4 FT ELEVATIONS OF INTEGRAL COVE BASE ON WALL, IN 10 RESTROOMS THROUGHOUT FACILITY. APPROXIMATELY: 1,851 SQUARE FEET AND 1,290 LINEAL FEET</p> <p>1) REMOVE AND DISPOSE OF OLD FLOORING (IF APPLICABLE).</p> <p>2) CLEAN SHOT BLAST AND PREP SUB FLOOR AS PER MANUFACTURE AND M-DCPS. SPECIFICATIONS. REPAIR ANY IMPERFECTIONS IN SUBFLOOR.</p> <p>3) CONTRACTOR RESPONSIBLE TO REMOVE AND CLEAN ANY UNDER LAYMENT SUCH AS MUDBEDS OR ANY OTHER MATERIALS BETWEEN EXISTING FLOOR AND CONCRETE SLAB, AND BRING FINISHED FLOOR BACK TO ORIGINAL GRADE AND ELEVATION.</p> <p>INSTALL 1/4" EPOXY FLOORS.</p> <p>4) INSTALL NEW 1/4" IMPERVIOUS FLOORING, AND 4' OF INTEGRAL COVE BASE ON THE WALL.</p> <p>5) INSURE ALL SLOPES MEET M-DCPS SPECS FOR PROPER DRAINAGE.</p> <p>6) VENDOR MUST NOTIFY M-DCPS FOR MULTIPLE INSPECTIONS:</p> <p>A) AT REMOVAL OF EXISTING.</p> <p>B) AFTER SHOTBLAST.</p> <p>C) AT PITCH TO DRAINS.</p> <p>7) INSURE NEW EPOXY FLOORING SEALS AROUND DRAIN COLLARS.</p> <p>8) ALL DRAINS MUST BE CLEAR OF TRASH AND DEBRIS.</p> <p>9) SITE MUST BE CLEAN OF TRASH AND DEBRIS UPON COMPLETION.</p> <p>10) PROVIDE AND INSTALL A VISQUEEN DUST BARRIER AT ALL EXIT DOORS OF WORK AREA TO CONTROL DUST.</p> <p><b>PROJECT CONTACT PERSON: MR. LUIS O. MARTINEZ, FACILITIES OPERATIONS - MAINTENANCE, 305-995-4321, AND PROJECT FOREMAN: MR. NATHANIEL POPPS, SOUTH CENTRAL MAINTENANCE SATELLITE, 305-995-4344. IN ADDITION TO THE ABOVE SPECIFICATIONS, ALL WORK TO BE DONE AS PER M-DCPS SPECIFICATIONS ATTACHED.</b></p>

## 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 #090-CC07

### INDEMNIFICATION

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

### INSURANCE

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

1. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

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

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

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

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "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 and/or inquiries regarding these requirements should be directed to Ms. La-Chane Clark at 305- 995-7133.