

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

1450 Northeast Second Avenue
Miami, Florida 33132



COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

Direct all inquiries to the
Bureau of Procurement and
Materials Management.
Buyer Named:
Linda Leasburg-Kramer
Phone: 305-995-2305
TDD Phone: (305) 995-2400

BIDDER QUALIFICATION FORM

Bid No: 108-CC01

Bid Title: AUDITORIUM SEATING

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON July 08, 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 BIDS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER OPENING.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 filing 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.

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.

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

IX. PACKAGING

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

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

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

X. PURCHASES BY OTHER PUBLIC AGENCIES.

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

XIII. DELIVERY AND BILLING

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

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

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

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

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

XIV. NO GRATUITY POLICY.

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

XV. COMPLIANCE WITH FEDERAL REGULATIONS

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(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/b 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/b 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 award(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 THEREOF WHICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

Bid Number: 108-CC01
Bid Title: AUDITORIUM SEATING
Assigned Buyer: Linda Leasburg-Kramer

Special Conditions

1 - PURPOSE 1B

The purpose of this bid is to establish a contract, at firm percentage discounts from manufacturers' price lists, to purchase, install and repair auditorium seating. The term of the bid shall be for two years from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be extended for two (2) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

2 - QUANTITIES

No guarantee or warranty is given or implied by the Board, as to the total amount that may or may not be purchased from the resulting contract(s).

3 - DELIVERIES

Delivery shall be completed within 90 days after receipt of purchase order. All deliveries will be made to schools and departments as indicated on each purchase order.

4 - WARRANTY

The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year or manufacturer's warranty, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. Vendor agrees to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement.

Bid Number: 108-CC01
Bid Title: AUDITORIUM SEATING
Assigned Buyer: Linda Leasburg-Kramer

Special Conditions

5 - 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.

6 - 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 be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>

7 - OCCUPATIONAL LICENSE

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

8 - 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.

Bid Number: 108-CC01

Bid Title: AUDITORIUM SEATING

Assigned Buyer: Linda Leasburg-Kramer

Special Conditions

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 # 108-CC01
AUDITORIUM SEATING

Name Of Bidder: _____

Bid #: 108-CC01

Title: AUDITORIUM SEATING

Buyer Name: Linda Leasburg-Kramer

Important Bid Notes

Each group will be awarded to the bidder offering the highest percentage discount off list combined with the lowest cost on installation, removal and trip charges.

| Description Of Item | Quantity | Unit | % Discount | Manufacturer & Model # OR Brand & Product # | | | |
|---|----------|------------|------------|---|--|--|--|
| 1- Irwin Seating Company - Auditorium Seating | | | | | | | |
| 1A - Auditorium Seating | 1 | % off list | | | | | |
| 1B - Parts | 1 | % off list | | | | | |
| 1C - Installation charge per chair | 1 | ea | | | | | |
| 1D - Removal charge per existing chair | 1 | ea | | | | | |
| 1E - Trip charge to County Dump/Richards Warehouse | 1 | ea | | | | | |
| 2 - KI - Auditorium Seating | | | | | | | |

**Bid # 108-CC01
AUDITORIUM SEATING**

Name Of Bidder: _____

Bid #: 108-CC01

Title: AUDITORIUM SEATING

Buyer Name: Linda Leasburg-Kramer

| Description Of Item | Quantity | Unit | % Discount | Manufacturer & Model # OR Brand & Product # | | | |
|--|----------|------------|------------|---|--|--|--|
| 2A - Auditorium Seating | 1 | % off list | | | | | |
| 2B - Parts | 1 | % off list | | | | | |
| 2C - Installation charge per chair | 1 | ea | | | | | |
| 2D - Removal charge per existing chair | 1 | ea | | | | | |
| 2E - Trip charge to County Dump/Richards Warehouse | 1 | ea | | | | | |
| 3 - Hussey - Auditorium Seating | | | | | | | |
| 3A - Auditorium Seating | 1 | % off list | | | | | |
| 3B - Parts | 1 | % off list | | | | | |
| 3C - Installation charge per chair | 1 | ea | | | | | |
| | | | | | | | |

**Bid # 108-CC01
AUDITORIUM SEATING**

Name Of Bidder: _____

Bid #: 108-CC01

Title: AUDITORIUM SEATING

Buyer Name: Linda Leasburg-Kramer

| Description Of Item | Quantity | Unit | % Discount | Manufacturer & Model # OR Brand & Product # | | | |
|--|----------|------------|------------|---|--|--|--|
| 3D - Removal charge per existing chair | 1 | ea | | | | | |
| 3E - Trip charge to County Dump/Richards Warehouse | 1 | ea | | | | | |
| 4 - American Seating - Auditorium Seating | | | | | | | |
| 4A - Auditorium Seating | 1 | % off list | | | | | |
| 4B - Parts | 1 | % off list | | | | | |
| 4C - Installation charge per chair | 1 | ea | | | | | |
| 4D - Removal charge per existing chair | 1 | ea | | | | | |
| 4E - Trip charge to County Dump/Richards Warehouse | 1 | ea | | | | | |

Bid #108-CC01
AUDITORIUM SEATING
SPECIFICATIONS

PART 1 PURPOSE

1. PURPOSE:

- A. The purpose of this bid is to secure a firm percentage discount from current manufacturers' price lists and establish a term contract to purchase new auditorium seating to be used by The School Board of Miami-Dade County, Florida (hereinafter referred to as M-DCPS). Vendors should be capable of providing, installing, removal of existing and repair of seating in accordance with the attached specifications.

- B. Awarded vendors will be in the favorable position to compete for the School Board's business. These vendors will be placed on a list of awarded vendors published and promulgated to the various Miami-Dade County Public Schools' locations. All prices shall be subject to audit as to validity and accuracy at any time by school system personnel.

- C. Successful vendors will be invited to participate in the quoting process for each project. The Contractor offering the lowest quote for each project, complying in full with all requirements shall be awarded the project. The prices quoted shall be in accordance with the prices awarded in this bid. Contractor(s) may offer lower prices than awarded, but may not exceed the discounts and prices awarded as part of this bid. Prices quoted for each project shall remain fixed for a period of one hundred and eighty (180) days after the submission date.

1.01 GENERAL:

A. Scope

Vendors shall furnish all labor, supervision, equipment, transportation and materials necessary to furnish and install auditorium seating, as needed, at Miami-Dade County Public Schools (MDCPS). Projects may include, but not be limited to, the design, fabrication, repair and/or installation of seating throughout the District. all associated and incidental work such as removal of existing seating, repairing floors and other project specific items, if required, will be made part of the individual scope of work for each project.

B. Work Day

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

Bid #108-CC01
AUDITORIUM SEATING
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C. Site Inspection

1. The vendor shall have visited the sites and shall have inspected, be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate to fully understand the facilities, difficulties and restrictions attending the execution of the work. The vendor shall also thoroughly examine and be familiar with all the specifications and references herein.
2. Failure or omission of the vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general; and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the vendor to additional compensation after a notice to commence is issued.

D. Review of MDCPS-provided Drawings/Design

On projects where the vendor is provided with designs or drawings, the vendor shall be responsible to review the documents and become familiar with the scope and nature of the work. Questions related to the project scope and specifications shall be directed to the M-DCPS Authorized Representative prior to submittal of a quote. Failure to seek clarification on M-DCPS provided designs or drawings shall not entitle the vendor to additional compensation after a purchase order is issued.

E. Inspection and Punch list:

1. The MDCPS authorized representative will monitor the vendor using appropriate quality assurance procedures, and in no event shall MDCPS' right to inspect be restricted. The vendor is responsible for requesting all required inspections and shall give two working days notice prior to the requested inspection date. If the work is not complete when the inspection occurs, the vendor may be held liable for the cost of the inspection.
2. Progress Inspection:

At any time during the execution of projects performed under this contract, the MDCPS authorized representative may, without notice to the vendor, inspect the work for quality of materials and/or

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installation. The vendor shall correct deficiencies noted within a time certain as established by the MDCPS authorized representative.

3. Final Inspection:

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

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

A. Authorized Dealer

Verification of authorization on the manufacturer's letterhead is to be submitted with the bid for each manufacturer offered by each bidder, indicating that they are the manufacturer or an authorized dealer/distributor for that manufacturer. The letter shall include manufacturer's address and telephone numbers for verification. **Failure to submit letter may cause the bid to be considered non-responsive and ineligible for award for that manufacturer.**

B. Prior to award of this contract, the vendor shall provide a minimum of three letters of reference of similar work performed.

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 MDCPS premises as outlined in Board rule 6GX13-4-1.05. A fine of \$500.00 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

Bid #108-CC01
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SPECIFICATIONS

identification badge, which shall include the employees name, the employers name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on MDCPS property.

- H. The vendor's employees, subcontractors and its employees, and any other personnel including material men engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of MDCPS. 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 MDCPS performed under this term bid.

1.03 REFERENCES

- A. Florida Building Code
- B. Miami-Dade County Public Schools' Master Specifications Guidelines Sections:
1. 12710 Fixed Molded Plastic Seating (elementary and middle schools)
 2. 12711 Fixed Upholstered Seating (high schools)
 3. 09660 Resilient Tile Flooring
 4. 09665 Sheet Vinyl Flooring
 5. 09682 Carpet
 6. 09705 Non-Slip Coating for Stair Treads
 7. 09730 Epoxy Resin Flooring with Integral Cove Base

NOTE: Current listing of Master Specifications utilized by Miami-Dade County Public Schools may be accessed on the Internet at

<http://facil.dade.k12.fl.us/facplan/master2001.htm>

1.04 DEFINITIONS

- A. Owner

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

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B. Site Representative

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

C. MDCPS 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.

D. Vendor

Refers to the person, firm or corporation authorized to do business with the School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly from the Board for 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 MDCPS 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 be determined by the MDCPS authorized representative requiring a response from the vendor within twenty-four (24) hours.

I. Written Notice

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

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J. Project

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

1.05 SUBMITTALS

- A. Vendor shall submit a cost proposal as described in Paragraph 2.00 (B) for each project.
- B. When applicable to the project, prior to issuance of a Notice to Commence and commencement of work, the vendor shall submit manufacturers' specifications and warranty information for all products to be used.
- C. Should signed and sealed drawings by a Florida Registered design professional be required for any work under this contract, such shall be considered incidental to the work, and shall be provided by the vendor. The cost for these services shall be made part of the proposal identified in Section 2.00 (B) of these specifications. Said drawings shall be subject to review and approval by a Building Code Consultant assigned by Miami-Dade County Public School's Building Officer.

1.06 PROJECT CONDITIONS

Project conditions will be identified individually. A unique written scope of work shall be provided for each project.

1.07 PERMITS

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

1.08 PRODUCTS

Vendor shall only use approved materials and products as listed in the MDCPS Master Specifications Guidelines. Equivalent products or materials shall only be

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permitted upon written approval of the MDCPS authorized representative.

PART 2 EXECUTION

2.00 PROJECT SITE SCOPE MEETING

- A. As required in writing via facsimile, letter or other document, all approved vendors shall meet with the MDPCS authorized representative at the project site and receive a written scope of work. Unless otherwise specified, the vendors shall be required to participate in this site scope meeting within two working days of notification.
- B. The vendors shall, within five working days of design document receipt or the Project Scope Meeting, submit a detailed proposal to the Division of Procurement. This proposal shall contain at minimum, a list of materials, equipment, labor hours and Subcontractors, if any. The proposal shall also contain the time frame for project completion as mutually agreed upon.
- C. The vendor submitting the lowest cost meeting specifications shall be awarded the project.

2.01 PROJECT EXECUTION

- A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 1.03, the requirements set forth in the scope definition provided by MDCPS, the specific terms and conditions contained within the purchase order and the general terms and conditions of this contract.
- B. Vendor is responsible for compliance with all federal, state and local statutes, codes and ordinances applicable to the work.
- C. If, during the course of the work, any unforeseen hazards or materials are encountered, the vendor is to immediately: 1) render the work area safe, 2) cease all other work, and 3) contact the MDCPS authorized representative.

2.02 CHANGE OF SCOPE OF WORK

- A. After issuance of a purchase order and commencement of a project, the scope may be changed for any reason, including, but not limited to, unforeseen circumstance or owner's request. In order to maintain continuity, the MDCPS authorized representative shall issue a request for cost proposal to the vendor assigned the project. The time frame for response shall be clearly stated.

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- B. If the vendor does not respond within the time frame stipulated, MDCPS may at its sole option, perform the work in any manner it deems in the best interest of the District, including cancellation of the original purchase order and compensating the vendor only for the work performed and the materials in place.
- C. If the vendor's proposal is acceptable, a supplemental purchase order will be issued for the additional work. If necessary, the original completion date may be adjusted by mutual agreement between the vendor and the MDCPS authorized representative.

PART 3 PROTECTION AND CLEANUP

- A. The vendor will 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 MDCPS property is protected from damage and defacement resulting from the vendor's activities. The vendor at the vendor's sole expense shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the MDCPS 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 MDCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without expressed written permission prior to commencement of project from the MDCPS 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. MDCPS 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.

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PART 4 TERMINATION AND REMEDY

- A. MDCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor.

- B. MDCPS reserves the right to cancel this contract, or any portion of the work performed under this contract, if material or procedures are used other than those specified.

- C. In the event that the vendor fails to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, MDCPS 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, MDCPS may, after written notice to the vendor, accomplish the work in any manner it chooses, with the cost of such work being borne solely by the vendor. Exercise of this provision does not preclude the MDCPS from seeking other remedies including termination of this contract.

- D. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction, which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances shall be borne solely by the vendor.

- E. Vendors, which exhibit repeated patterns of non-responsiveness to requests for proposals may be disqualified from future work under this bid.

PART 5 NON-EXCLUSIVITY

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

PART 6 INVOICING

- A. The invoice document shall contain, as a minimum, the following information:
 - 1. MDCPS Purchase Order Number (PO # and Release #, when appropriate).
 - 2. Scope of work performed, including a list of all parts and materials.
 - 3. Start and completion time and date(s) of work performed.

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4. Work location where services were provided.
 5. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
 6. Final release of claim from the vendor.
- B. Payment will 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 MDCPS authorized representative as identified in the item description of the purchase order.