

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

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

1450 Northeast Second Avenue
Miami, Florida 33132



Direct all inquiries to the
Bureau of Procurement and
Materials Management.

BUYER NAMED:

O. Houser

PHONE: (305) 995-2349

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 133-CC09M/WBE BID TITLE Carpet and Floor Tile, South of Flagler Street (Furnish and Install)

BIDS WILL BE ACCEPTED UNTIL 2:00 p.m. ON 7/24/03 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 BIDS MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER OPENING.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. I. 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 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,
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 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.

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

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond _____ Check (Cashier's, Certified, or Equal) _____

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____

MAILING ADDRESS : _____

CITY, STATE, ZIP CODE : _____

TELEPHONE NUMBER : _____ FAX # _____

BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED): _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

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 MAUBE designated bids. The **SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement** and the **MAUBE 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- 8C1.064. 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, dayage, 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 985-1375, 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 \$500,000

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

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

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

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph M.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) 935-3290

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.

XIII. 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.

XIV. COMPLIANCE WITH FEDERAL REGULATIONS

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(f) 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.

XV. 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) 895-3230.

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 LISTED 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

FORM 6-1/98

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#133-CC09M/WBE

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.

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

R

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 each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more 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>.

SPECIAL CONDITIONS
AFRICAN AMERICAN/WOMEN BUSINESS PARTICIPATION

This bid is limited to those individuals and businesses classified as African American or Women businesses which shall be so certified by Miami-Dade County Public Schools (M-DCPS) prior to contract award.

African American or Women businesses not certified by M-DCPS must complete and submit the attached M/WBE Certification Application, With all required documents, with the bid. Failure to be certified by M-DCPS at the time of bid opening, or to submit the required M/WBE Certification Application, with the required documents, will result in your bid being considered non-responsive.

Any M/WBE applicant, certified M/WBE, principal(s) and all related parties, who misrepresents the status of any concern as an M/WBE, or is a party to such misrepresentation, to obtain business or contracts with the School Board under the Business Development and Assistance program, will be suspended from doing business With the School Board for fourteen (14) months.

Check One:

1. Certified with Miami-Dade County Public Schools _____
- (Attach **copy** of Certificate)
2. Not Certified: _____
- Must submit the M/WBE Certification
- Application, with required documents,
- with the bid

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____



For office use
Date received: _____
Reviewer: _____
M/WBE _____
Date _____
Vendor _____

M/WBE CERTIFICATION APPLICATION

(Please Print/Type)

Certification Category ☐ African American ☐ Woman
☐ Hispanic

1. Business Name _____ President's/Owner's Name _____

() Telephone number _____ Fax number _____ E-Mail Address _____

Business street address _____

Business mailing address _____

2. LEGAL STRUCTURE: (Check one and indicate the date the business was established)

☐ Sole proprietor _____ Date _____ ☐ Joint Venture _____ Date _____

☐ Partnership _____ Date _____ ☐ Corporation _____ Date _____
Non-profit

☐ For Profit _____ Date _____

3. **CERTIFICATIONS:** Indicate if this business shares common officers, owners, directors or management personnel with another business that has received, been denied, or had its certification revoked as an MBE/DBE/WBE or SBA 8(a) Certified Contractor. Indicate the name of the certifying authority, as well as the date and type of determination (certification/denial/revocation).

<u>Agency</u>	<u>Determination</u>	<u>Date</u>

4. **OWNERSHIP:**

- a. Identify the proprietor, each partner, or stockholder by name, as well as his/her citizenship (c) or (r) residency status, gender, ethnic group, and percentage of ownership.

<u>Name</u>	<u>Owner/ shareholder</u>	<u>Resident or *U.S. Citizen</u>	<u>Gender</u>	<u>Ethnicity</u>	<u>% Owned</u>	<u>Years Owned</u>

- b. If the business is a corporation, please indicate the following:

- The number of shares _____
- The number shares _____
- Are there any stock option agreements? Yes _____ No _____
If yes, please provide a copy of each agreement.

5. **OPERATIONAL CONTROL:** Provide the name, title, race/ethnicity, and gender of each individual (including owners and non-owners) with the primary responsibility for the

<u>Name and title</u>	<u>Race/ethnicity/ gender</u>

- a. Check signing _____

	<u>Name and title</u>	<u>Race/ethnicity/ gender</u>
b. Payroll signing	<hr/> <hr/>	<hr/> <hr/>
c. Signing, or guaranteeing loans	<hr/> <hr/>	<hr/> <hr/>
d. Acquiring lines of credit	<hr/> <hr/>	<hr/> <hr/>
e. Acquiring surety bonding and insurance	<hr/> <hr/>	<hr/> <hr/>
f. Purchasing major equipment/services	<hr/> <hr/>	<hr/> <hr/>
g. Signing contracts/change orders/payment requisitions	<hr/> <hr/>	<hr/> <hr/>
h. Estimating	<hr/> <hr/>	<hr/> <hr/>
i. Qualifying the company for professional/trade license(s)	<hr/> <hr/>	<hr/> <hr/>
j. Marketing/sales	<hr/> <hr/>	<hr/> <hr/>
k. Hiring and firing managerial employees	<hr/> <hr/>	<hr/> <hr/>
l. Hiring and firing non-management	<hr/> <hr/>	<hr/> <hr/>
m. Supervising field/ operations	<hr/> <hr/>	<hr/> <hr/>
n. Supervising office personnel	<hr/> <hr/>	<hr/> <hr/>

6. **PERSONNEL:** Identify the number of individuals, including owners, that are currently employed by the business in the following areas:

Please use the following to classify women/minority persons: AM-African American male, AF-African American female, HM-Hispanic male, HF-Hispanic female, WM-Non Hispanic White male, WF-Non Hispanic White female.

	Total Number of Employees	AM	AF	HM	HF	WM	WF
a. Management	_____						
b. Administrative/clerical	_____						
c. Professional/technical	_____						
d. Craftsperson/laborers	_____						

e. Provide a copy of the business affirmative action statement, if one is available.

7. **BUSINESS RELATIONSHIPS:** Provide the requested information for each of the following:

a. Bonding _____
 Address _____
 Agent _____ Phone number: _____
 Single Contract _____ Aggregate _____

b. Bank(s) Name(s): _____
 Branch _____
 Contact _____ Phone number: _____
 Credit _____

c. Identify the company's/creditors including banks and the amount of money owed

<u>Creditor</u>	<u>Loan Guarantor(s)</u>	<u>Address & telephone</u>	<u>Loan Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. Insurance _____
 Type of _____ Insurance limits: _____

e. List the business' three largest contracts or jobs.

<u>Contract/job type</u>	<u>Contact person</u>	<u>Telephone number</u>	<u>Contract amount</u>	<u>Bonded (Yes/No)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

8. EQUIPMENT: List the type and value of major equipment that is owned (O) or leased (L) by the business.

<u>Equipment</u>	<u>O/L</u>	<u>Value (\$ amount)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. M/WBE JOINT VENTURE - Joint ventures must provide a copy of the joint venture

M/WBE CERTIFICATION APPLICATION

AFFIDAVIT

STATE OF _____;
COUNTY OF _____; SS

I hereby declare and affirm that I am _____ (Title)
of: _____ (Firm)

That I am duly authorized to execute the foregoing M/WBE Certification Application, and that the contents of said documents are complete, true and correct to the best of my knowledge and belief. I hereby certify that the documents include all material information necessary to identify the true and lawful owners of the subject business enterprise. Further, the undersigned is notified of their responsibility to submit an updated Minority/Woman Business Enterprise Certification Application whenever a change occurs in ownership, management or control of the company. Any M/WBE applicant, certified M/WBE principal(s) and all related parties, who misrepresents the status of any concern as an M/WBE, or is a party to such misrepresentation to obtain business or contracts with the School Board under the Business Development and Assistance Program, **will be suspended from doing business with the School Board for fourteen (14) months.**

(Corporate Seal), if appropriate

Minority/Woman Owner's Signature

On this _____ day of _____, 20 ____, personally appeared before me, the undersigned officer authorized to administer oaths: known to be the person described in the foregoing affidavit, who acknowledged that he/she executed the same in the capacity stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission _____
SEAL

**M/WBE
Certification Check List**

Please attach copies, not originals, of all applicable items. Incomplete applications cannot be processed, and failure to submit the documents will delay or result in termination of the application process.

Please check if documents are

1. ☐ M/WBE certifications from other public agencies.
2. ☐ M/WBE Certification Application Affidavit (Page 6 of Application).
3. ☐ Miami-Dade County Public Schools Vendor Application.
4. ☐ Lease/purchase agreement for the business' facilities.
5. ☐ Current professional/business license(s).
6. ☐ Proof of citizenship or permanent resident status.
7. ☐ Resumes for owners and key personnel.
8. ☐ Lease/purchase agreements for major business equipment.
9. ☐ Most current application for bonding, if applicable.
10. ☐ Management agreement(s).
11. ☐ Loan agreement(s) or promissory note(s).
12. ☐ Birth certificate, drivers license, passport or any other document which substantiates the ethnicity/race/gender of owners, officers and directors.

***If any of the aforementioned documents are not available, please provide a written notarized statement that information is not available.**

13. Sole Proprietor - Submit all of the above items, as applicable and the following:
 - ☐ U.S. IRS 1040-C Schedule.
 - ☐ Fictitious name affidavit, if applicable.

14. Partnerships - Submit all of the above items, and the following:

- ☐ Partnership agreement(s).
- ☐ U.S. IRS 1065, with schedules.
- ☐ Profit sharing agreements.

15. Corporations - Submit all of the above items, and the following:

- ☐ Articles of Incorporation, with amendments.
- ☐ By-Laws, with amendments.
- ☐ The most current U.S. IRS Corporate Tax Return 1120 or 1120s, with all schedules.
- ☐ All issued and cancelled stock certificates (front & back).
- ☐ Minutes of the first shareholders' meeting.
- ☐ Minutes of the first board of directors' meeting.
- ☐ Minutes of meetings at which the current board of directors and officers were elected or appointed.
- ☐ Stock transfer ledger.
- ☐ Most current annual report filed with the Secretary of State.
- ☐ Profit sharing agreement(s).
- ☐ Agreements affecting management, control or rights of any stockholder(s).

16. ☐ Joint venture agreement(s).

17. ☐ Certificate(s) of insurance.

18. ☐ Sub-contractual agreement(s).

NOTE: If after filing this application, there is any significant change in the information submitted herein, you must inform the Division of Business Development and Assistance of the change, or the company may be denied certification.

Certified companies must inform the Division of Business Development and Assistance of any changes in the information contained herein, which formed the basis of certification. Failure to do so may result in denial , revocation or suspension of certification.

COMPLETE APPLICATION, INCLUDING VENDOR APPLICATION AND CATEGORY OF GOODS AND SERVICES LIST, SHOULD BE RETURNED TO:

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
DIVISION OF BUSINESS DEVELOPMENT AND ASSISTANCE
1450 N.E. 2ND AVENUE, ROOM 456
MIAMI, FL 33132**

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	133-CC09M/WBE	BUYER O. HOUSER	PAGE
			SC 1

CARPET AND FLOOR TILE, SOUTH OF FLAGLER (SUPPLY AND INSTALL)

SPECIAL CONDITIONS

- PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, to furnish and install carpet and floor tile in schools and facilities of Miami-Dade County Public Schools. The term of this bid shall be from November 1, 2003, through November 4, 2005, 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 three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. After the initial Bid period, all subsequent extension periods shall conclude at the end of the business week. The Board, through Procurement Management, may, if considering extending this contract, 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 agrees to this condition by signing its bid.
- AWARD:** An award will be made on a total low bid basis, to the lowest responsive and responsible bidder. The Board, at its sole discretion, may limit the number of furnish and install carpet and floor tile contracts awarded to or held by a single bidder or contractor. In the event the contractor is unable to perform, M-DCPS reserves the right, to assign work at the price bid, to the awarded contractor on Bid No. 123-CC09.
- DEFAULT:** In the event of default, which may include, but is not limited to non-performance, poor performance, and/or non-compliance with warranty repairs the awardee shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from date of termination of award by the Board.
- ASSIGNMENT:** The successful vendor shall not assign, transfer, pledge, or hypothecate any portion of the awarded contract, without prior written consent of M-DCPS.
- ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	133-CC09M/WBE	BUYER O. HOUSER	PAGE
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SC 2

CARPET AND FLOOR TILE, SOUTH OF FLAGLER (SUPPLY AND INSTALL)

SPECIAL CONDITIONS (CONTINUED)

- 6. SITE INSPECTION:** Prospective vendors are encouraged to make inspections of facilities 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.

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.

- 7. EMERGENCY RESPONSE:** 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 Management. The response must result in the arrival of a work crew at the affected site within four (4) hours. Failure to respond in a timely manner to an emergency may constitute grounds for termination of this award.

- 8. 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.

- 9. UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.

- 10. 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>.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	133-CC09M/WBE	BUYER O. HOUSER	PAGE
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SC 3

CARPET AND FLOOR TILE, SOUTH OF FLAGLER (SUPPLY AND INSTALL)

SPECIAL CONDITIONS (CONTINUED)

11. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is required to be submitted with the Bid Proposal. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.
12. **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.
13. **SPECIFICATIONS:** If an item is to be considered as an equal to the specified item, 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.
14. **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

15. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for **July 10, 2003** at 9:00 a.m., at the Maintenance and Operations Center, 12525 N.W. 28th Avenue, Miami, Florida 33167 (Second Floor Training Room #212). Pre-bid conference attendance by the bidder or their qualified representative is requested to ensure bid compliance, but is not mandatory. For additional information contact Oretha Houser, Buyer, at (305) 995-2349.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	133-CC09M/WBE	BUYER O. HOUSER	PAGE
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SC 4

CARPET AND FLOOR TILE, SOUTH OF FLAGLER (SUPPLY AND INSTALL)

SPECIAL CONDITIONS (CONTINUED)

16. CERTIFICATE OF COMPETENCY/STATE CERTIFICATION:

1. Each bidder, by submitting a bid, certifies that it possesses a current appropriate certificate of competency approved by Miami-Dade County Construction Trades Qualifying Board, Division "A", and issued by Miami-Dade County Building Code Compliance Division.
2. Bidders certified pursuant to Chapter 489, F.S. shall also be considered properly qualified.
3. The bidder Qualifying Agent (Q.A.) must supervise, direct and control all work.
4. Bidders must submit a photocopy of their license with the bid.

17. NON-EXCLUSIVITY CONTRACTS: The Board reserves the right to award other contracts, and/or perform work herein described with its own employees.

18. DELIVERIES: Deadlines for the delivery and installation shall be determined by the size and complexity of the job. M-DCPS will assign work completion dates with each purchase order. A vendor's inability to complete work, once the completion date has been mutually agreed upon, may subject vendor to default, for failure to perform as agreed upon.

19. WARRANTY: All work performed by the contractor shall be warranted for a minimum of two (2) years after final acceptance. 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 Contractor at no cost to the Board. Failure to provide warranty service as defined above, may subject vendor to a responsibility hearing.

20. SUBCONTRACTORS: Subcontracting is permitted under this contract. The vendor must submit a list of subcontractors it may utilize, with the bid. M-DCPS reserves the right to reject the utilization of any subcontractor prior to bid award. Rejection of any subcontractor by M-DCPS shall not entitle the vendor to adjust its bid prices. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor. All subcontractors who perform against this bid, understands and agrees that all payments for products and services rendered under this bid will be made by vendor, and that the purchaser (School Board) is not liable to the subcontractor, should the vendor fail to render payment to the subcontractor.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	133-CC09M/WBE	BUYER O. HOUSER	PAGE
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SC 5

CARPET AND FLOOR TILE, SOUTH OF FLAGLER (SUPPLY AND INSTALL)

SPECIAL CONDITIONS (CONTINUED)

Subcontractors further acknowledge and agree that it will not seek payment from purchasers (School Board), for any supplies and services supplied pursuant to this bid. All subcontractors used by the vendor, shall comply with all applicable local, state, and federal regulations, required for commercial carpet and floor tile flooring services.

21. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

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

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

The School Board of Miami-Dade County, Florida
Bid No. 133-CC09M/WBE
Carpet and Floor Tile, South of Flagler Street (Furnish and Install)

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
 Bid No. 133-CC09M/WBE
 Title: Carpet and Floor Tile, South of Flagler Street (Furnish and Install)
 Buyer: Oretta Houser

PLEASE COMPLETE ALL INFORMATION REQUESTED BELOW

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY (24 Months)	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN TWO YEARS _____				
	Provide all necessary supervision, labor, material and equipment to furnish and install carpet and floor tile, South of Flagler Street, for the items described below in accordance with M-DCPS specifications, Master Specification Guidelines Sections 09660, 09665, 09682, Special Conditions and insurance requirements. Item numbers 1 through 55 shall be awarded on a total low bid basis. Vendor must bid all items, or vendor will not be considered for award. Group I Carpeting, furnished and installed, including all patching, floor leveling, adhesive, seam sealer, floor preparation and accessories.				
1	Job size less than 250 square yards. Type 6.6 modified polymer fiber.	3,500	Square yard	\$ _____ per sq. yd.	
2	Job size more than 250 square yards. Type 6.6 modified polymer fiber.	3,500	Square yard	\$ _____ per sq. yd.	
3	Treads and risers covered in carpet, measurements to be calculated in square feet with a minimum of 1 square feet per lineal feet.	3,500	Square feet	\$ _____ per sq. ft.	
	Group II Vinyl Composition Tile (VCT) Furnish and install, including all patching, floor accessories, adhesive, leveling, and routine floor preparation.				
4	Job size less than 500 square feet.	20,000	Square feet	\$ _____ per sq. ft.	
5	Job size between 500 square feet and 14,999 square feet.	350,000	Square feet	\$ _____ per sq. ft.	
6	Job size over 15,000 square feet.	105,000	Square feet	\$ _____ per sq. ft.	
7	Treads and risers covered in tile, measurements to be calculated in square feet with a minimum of 1 square foot per lineal foot.	3,500	Square feet	\$ _____ per sq. ft.	

The School Board of Miami-Dade County, Florida
Bid No. 133-CC09M/WBE
Carpet and Floor Tile, South of Flagler Street (Furnish and Install)

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the
complete name of the bidder:
Bid No. 133-CC09M/WBE
Title: Carpet and Floor Tile, South of Flagler Street
(Furnish and Install)
Buyer: Oretta Houser

**PLEASE COMPLETE ALL
INFORMATION REQUESTED BELOW**

NAME OF
BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY (24 Months)	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
8	ADA compliant non-slip VCT for ramps with a slip coefficient of 0.8. (Armstrong Safeguard, SafetyZone Excelon, or equivalent. Certification of slip coefficient required)	10,000	Square feet	\$ _____ per sq. ft.	
	Group III Sheet vinyl, general commercial, as specified in the Miami-Dade County Public Schools Master Specification Guidelines, Section 09665. Furnish and install including all patching, floor leveling, adhesive, accessories, seaming and floor preparation.				
9	Job size less than 250 square yards.	720	Square yard	\$ _____ per sq. yd.	
10	Job size more than 250 square yards.	1,800	Square yard	\$ _____ per sq. yd.	
	Group IV Provide all labor, material and accessories associated with heat welding seams on Sheet vinyl, General Commercial, as specified in the Miami-Dade County Public Schools Master Specification Guidelines, Section 09665.				
11	Heat weld seams.	3,500	Linear feet		
12	Provide all material and labor associated with the installation of integral (flash) cove base.	3,500	Linear feet		
13	Provide all material and labor associated with the installation of integral (flash) cove base outside corners.	1,400	Per corner		
14	Provide all material and labor associated with the installation of integral (flash) cove base inside corners.	1,400	Per corner		
	Group V Sheet vinyl, Acoustical, as specified in the Miami-Dade County Public Schools Master Specification Guidelines, Section 09665. Furnish and install including all patching, floor leveling, adhesive, accessories, seaming and routine floor preparation.				
15	Job size less than 250 square yards.	700	Square yard	\$ _____ per sq. yd.	

The School Board of Miami-Dade County, Florida
Bid No. 133-CC09M/WBE
Carpet and Floor Tile, South of Flagler Street (Furnish and Install)

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 133-CC09M/WBE
Title: Carpet and Floor Tile, South of Flagler Street (Furnish and Install)
Buyer: Oretta Houser

PLEASE COMPLETE ALL INFORMATION REQUESTED BELOW

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY (24 Months)	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
16	Job size more than 250 square yards.	1,800	Square yard	\$ _____ per sq. yd.	
	Group VI				
	Provide all labor, material and accessories associated with heat welding seams (in lieu of chemical welding) on Sheet vinyl, Acoustical, as specified in the Miami-Dade County Public Schools Master Specification Guidelines, Section 09665.				
17	Heat welded seams.	3,500	Linear feet	\$ _____ per ln. ft.	
18	Provide all material and labor associated with the installation of integral (flash) cove base.	3,500	Linear feet	\$ _____ per ln. ft.	
19	Provide all material and labor associate with the installation of integral (flash) cove base outside corners.	1,400	Per corner or each	\$ _____ per corner or each	
20	Provide all material and labor associated with the installation of integral (flash) cove base inside corners.	1,400	Per corner or each	\$ _____ per corner or each	
	Group VII				
	Rubber tile, 100% virgin synthetic, wet or dry slip resistant coefficient 0.50 or greater, base thickness 0.125 inch or greater, low profile raised studs not to exceed 0.025 inch thickness.				
21	Job size less than 500 square feet.	1,800	Square feet	\$ _____ per sq. ft.	
22	Job size more than 500 square feet.	3,500	Square feet	\$ _____ per sq. ft.	
23	Plywood sub-flooring, furnish and install, including all adhesive and attachment material, 4' X 8' sheet, thickness 1/4 inch.	700	Sheets	\$ _____ per sht.	
24	Plywood sub-flooring, furnish and install, including all patching, floor leveling, adhesive and attachment material, 4' X 8' sheet, thickness 1/2 inch.	700	Sheets	\$ _____ per sht.	

The School Board of Miami-Dade County, Florida
Bid No. 133-CC09M/WBE
Carpet and Floor Tile, South of Flagler Street (Furnish and Install)

BID PROPOSAL FORM (FORMAT B)

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Bid No. 133-CC09M/WBE
Title: Carpet and Floor Tile, South of Flagler Street (Furnish and Install)
Buyer: Oretta Houser

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NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY (24 Months)	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
25	Plywood sub-flooring, furnish and install, including all patching, floor leveling, adhesive and attachment material, 4' X 8' sheet, thickness 3/4 inch.	700	Sheets	\$ _____ per sht.	
26	Shoe mold, furnish and install, including attachment material and painting.	10,500	Linear feet	\$ _____ per ln. ft.	
27	Slab repair material, 40 pound bag of underlayment with latex, Shoreline All Set Latex or equal, including labor to install.	350	Bags	\$ _____ per bg.	
28	Slab repair material, 50 pound drum white latex filler mixed with latex. Dependable patch or equal, including labor to install.	1,750	Drum	\$ _____ per dm.	
29	Cove base 4", including patching, leveling, adhesive and labor to install.	70,000	Linear feet	\$ _____ per ln. ft.	
30	Cove base 6", including patching, leveling, adhesive and labor to install.	3,500	Linear feet	\$ _____ per ln. ft.	
	Group VIII Miscellaneous accessories. Provide all material and labor associated with the installation of accessories at the job site. Prices shall be per lineal foot and include all attachment material and labor to install.				
31	Stair nosing - vinyl	3,500	Linear feet	\$ _____ per ln. ft.	
32	Stair nosing - metal 1" X 2"	3,500	Linear feet	\$ _____ per ln. ft.	
33	Stair nosing - metal 2" X 2"	3,500	Linear feet	\$ _____ per ln. ft.	
34	Stair nosing - metal A-929-3	3,500	Linear feet	\$ _____ per ln. ft.	
35	T Mouldings: CPT/CPT	1,750	Linear feet	\$ _____ per ln. ft.	

The School Board of Miami-Dade County, Florida
Bid No. 133-CC09M/WBE
Carpet and Floor Tile, South of Flagler Street (Furnish and Install)

BID PROPOSAL FORM (FORMAT B)

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Bid No. 133-CC09M/WBE
Title: Carpet and Floor Tile, South of Flagler Street (Furnish and Install)
Buyer: Oretha Houser

PLEASE COMPLETE ALL INFORMATION REQUESTED BELOW

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY (24 Months)	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
36	T Mouldings: CPT/TILE	1,750	Linear feet	\$ _____ per ln. ft.	
37	Reducers: Carpet	876	Linear feet	\$ _____ per ln. ft.	
38	Reducers: Floor Tile	876	Linear feet	\$ _____ per ln. ft.	
39	Saddle Trim	3,500	Linear feet	\$ _____ per ln. ft.	
40	Carpet metal	3,500	Linear feet	\$ _____ per ln. ft.	
41	Stair Treads	3,500	Linear feet	\$ _____ per ln. ft.	
42	Stair Risers	3,500	Linear feet	\$ _____ per ln. ft.	
43	Feature Strip	3,500	Linear feet	\$ _____ per ln. ft.	
	Group IX Provide all material and labor associated with the removal of the base, carpet, resilient flooring and any type of adhesive material.				
44	Removal of carpet and adhesive.	70,000	Square yard	\$ _____ per sq. yd.	
45	Removal of resilient flooring and adhesive.	140,000	Square feet	\$ _____ per sq. ft.	
46	Removal of vinyl base and adhesive.	7,000	Linear feet	\$ _____ per ln. ft.	

The School Board of Miami-Dade County, Florida
Bid No. 133-CC09M/WBE
Carpet and Floor Tile, South of Flagler Street (Furnish and Install)

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Buyer: Oretta Houser

PLEASE COMPLETE ALL INFORMATION REQUESTED BELOW

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY (24 Months)	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
47	Moving of furniture for classroom/cafeteria area, including all labor and equipment. Travel time shall be included in price.	245,000	Square feet	\$ _____ per sq. ft.	
48	Moving of furniture for office area. Moving of furniture including all labor and equipment. Travel time shall be included in price.	175,000	Square feet	\$ _____ per sq. ft.	
49	Moving of furniture for library area. Moving of furniture including all labor and equipment. Travel time shall be included in price.	140,000	Square feet	\$ _____ per sq. ft.	
50	Disassemble, remove, replace and reassemble modular, freestanding partitions and furniture, including all labor and equipment.	20,000	Linear feet	\$ _____ per ln. ft.	
51	20 foot storage container. Price shall be per container per month and include delivery to and removal from job site.	10	Month	\$ _____ per mo.	
52	Overtime at owner's request (installer only)	3,500	Per hour	\$ _____ per hr.	
53	Overtime at owner's request (supervisor only)	700	Per hour	\$ _____ per hr.	
	Group X Provide all equipment, labor and material necessary to install M-DCPS material.				
54	Install M-DCPS supplied carpet	770	Square yards	\$ _____ per sq. yd.	
55	Install M-DCPS supplied VCT	770	Square feet	\$ _____ per sq. ft.	

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
SUPPLY AND INSTALLATION OF CARPET AND FLOOR TILE
SPECIFICATIONS**

PART 1 GENERAL

1.00 SPECIAL CONDITIONS

1.01 SCOPE:

A. Purpose:

The purpose and intent of this bid is to establish a term contract for the supply and installation of carpet and floor tile, as needed, for Miami-Dade County Public Schools (M-DCPS) and other facilities.

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. 09660 - Resilient Flooring
 - b. 09665 - Sheet Vinyl
 - c. 09682 - Carpeting

Note: 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.

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

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.

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Bid #133-CC09M/WBE, Carpet and Floor Tile, South of Flagler (Furnish and Install)

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.

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Bid #133-CC09M/WBE, Carpet and Floor Tile, South of Flagler (Furnish and Install)

1.04 JOB CONDITIONS

A. General:

The vendor is responsible for providing all labor, material, supervision, transportation 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 may constitute grounds for penalties and/or 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.

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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 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.

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 M-DCPS from pursuing any other available remedy, sanction or penalty, including 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

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vendor shall work during school off-hours, recess periods, or holidays at no additional cost to the Board.

I. Construction Activities:

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.

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 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 projects within the established performance periods may result in penalties and/or 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.

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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 and a Certificate of Competency 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.

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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.

1.06 DELAYS AND EXTENSIONS OF TIME:

- A. Completion within the established time frame for each individual project is required. 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

Bid #123-CC09, Carpet and Floor Tile, North of Flagler (Furnish and Install)
Bid #133-CC09M/WBE, Carpet and Floor Tile, South of Flagler (Furnish and Install)

Work Order Price	Liquidated Damages <u>Per Day</u>
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 APPROVED PRODUCTS AND MATERIALS

- A. Manufacturers and products which have been pre-approved are identified in the applicable sections of the Master Specification Guidelines
- B. Additional manufacturers and products may be pre-approved during the term of this contract. Conversely, manufacturers may lose pre-approved status. Affected products and materials shall be incorporated or excluded as appropriate.
- C. Vendors offering equivalent products to those listed in the Master Specification Guidelines must submit samples, specifications and certifications to the M-DCPS authorized representative. Such materials and products shall not be used without prior written approval.

2.01 SUBMITTALS

Bid #123-CC09, Carpet and Floor Tile, North of Flagler (Furnish and Install)

Bid #133-CC09M/WBE, Carpet and Floor Tile, South of Flagler (Furnish and Install)

- A. At the request of the M-DCPS authorized representative, the vendor shall submit manufacturer's specifications, recommendations, and installation instructions for specified products and 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.

PART 3 EXECUTION

- 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. The owner will remove computers, telephones, copy machines and other movable electronic equipment. The vendor shall be responsible for moving all other movable furnishings, partitions, small objects, books, etc. and any other movable objects which are not moved by M-DCPS. After installation of all flooring materials, the vendor shall return all the furnishings and equipment to their original location.
- C. If required by the individual job scope of work, the vendor shall provide a secure storage area at each job site to store the owner's furniture, equipment, etc.
- D. Vendor shall comply with the specifications contained herein, the conditions stated on individual purchase orders and all applicable requirements of the Miami-Dade County Public Schools Master Specification Guidelines as identified in Paragraph 1.01, (B) of these specifications.

PART 4 NON-EXCLUSIVITY

- A. 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.

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- 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, defacement and soiling resulting from the vendor's activities, including but not limited to installation of a dust/dirt barrier (Visqueen, or equivalent) 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.

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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.
- 