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Miami-Dade County Public Schools
giving our students the world

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
1450 Northeast Second Avenue
Miami, FL 33132

Direct all inquiries to Procurement Management Services:

BUYER NAME: LALO ARRIEN

E-MAIL ADDRESS: larrien@dadeschools.net

PHONE: (305) 995-2350

FAX NUMBER (305) 523-2332

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 002-GG07

BID TITLE DISPOSAL OF HAZARDOUS/NON-HAZARDOUS WASTE AND PHOTO WASTE AND CHEMICALS

Bids will be accepted until 2:00 PM on October 24, 2006 in room 351, School Board Administration building, 1450 NE 2nd Avenue, Miami, FL., 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

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

II. INDEMNIFICATION

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

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

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

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

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

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

Legal Name of Vendor _____

Mailing Address _____

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

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

By: Signature (Original)

Of Authorized Representative _____ ***Date*** _____

Name (Typed or Printed)

Of Authorized Representative _____ ***Date*** _____

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

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

I. PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

II. SUBMITTING OF BIDS

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

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

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

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

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

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

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

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

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

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

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or $10, whichever amount is larger, or

2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

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

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

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

VI. AWARDS

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

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

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

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

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

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than $500,000

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

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 VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

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

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

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

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

VIII. SAMPLES

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

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

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

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

D. Samples should be delivered to the following address:

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

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

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

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

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

IX. SUBSTITUTIONS

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

X. PACKAGING

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

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

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

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

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

XIII. ENVIRONMENTAL PRODUCTS

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

XIV. DELIVERY AND BILLING

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

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

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

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

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

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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

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

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

XVII. COMPLIANCE WITH LAWS

Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement (bid), agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. ***Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.***

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

XIX. COMPLIANCE WITH SCHOOL CODE

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement (bid) and may result in the termination of this Agreement (bid) by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

FROM: _____
_____
_____

AFFIX
POSTAGE
HERE

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

BID NO.: 002-GG07
BID TITLE: DISPOSAL OF HAZARDOUS/NON-HAZARDOUS
BID OPENING DATE: October 24, 2006

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

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

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

Our company does not handle this type of product/service.
We cannot meet the specifications nor provide an alternate equal product.
Our company is simply not interested in bidding at this time.
OTHER, (Please specify)_____

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

Signature _____

Title _____

Company_____

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

Vendor Information Sheet

1A. _____

Federal Employer Identification Number

Or _____

Owner's Social Security Number

1B. _____

Name of Firm, Individual(s), Partners or Corporation

_____

Street Address

_____

City State Zip Code

2. Telephone/Fax/Contact Person

_____

Telephone number

_____

Fax number

_____

Contact Person

_____

E-mail address

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

Miami-Dade County Public Schools

SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT ____

SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

   (Hereinafter "Board" or "School Board") by_____

   _____
   (Print individual's name and title)

   for _____
   (Print Name of entity submitting sworn statement)

   whose business address is _____

   _____

   _____

   and its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this
   (Print individual's name and title)
   sworn statement on behalf of _____.
   (Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

_____
Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____(*eg*. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.

7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.

9. I understand that any costs and fees associated with the required background screening will be borne by my company.

10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

_____
Initials

11. I understand that the failure of <u>any</u> of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.

12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

_____
(Signature)

Sworn to and subscribed before me this _____ day or _____, 20___.

Personally known _____ _____

OR Produced Identification _____

Notary Public -State of _____

_____
(Type of Identification)

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

_____
Initials

Bid Number: 002-GG07

Bid Title: Disposal of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Assigned Buyer: Lalo Arrien

Special Conditions

01-PURPOSE

The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed, from January 1, 2007 through December 31, 2007 and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for three (3) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the successful bidder, prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful bidder(s) agrees to this condition by signing its bid.

02-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 (10) percent to cover unanticipated increases in requirements.

03-AWARD

In the best interest of the School Board of Miami-Dade County, Florida, award of this contract may be made to a primary and one alternate contractor, per group, based on the lowest responsive responsible contractor meeting all specifications. In the event that the primary contractor is unable to perform, M-DCPS reserves the right to assign work simultaneously to the alternate contractor.

04-ADDITIONAL WORK, EMERGENCIES AND OTHER EXCEPTIONS

If during the term of the contract, additional services are required, M-DCPS reserves the right to obtain quotations itemizing all requirements, and assign to other vendors.

05-PRICES

Prices shall include all labor, supervision, materials (including labeled drums), equipment, transportation, profiles, disposal and services.

Bid Number: 002-GG07

Bid Title: Disposal of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Assigned Buyer: Lalo Arrien

Special Conditions

06-RESPONSE TIME

The awarded contractor(s) shall respond to normal service requirements within **72 hours** after notification by the designated M-DCPS authorized representative and the receipt of a purchase order. Where an emergency is deemed to exist, the contractor(s) shall respond within **6 hours** after notification. Failure to respond in a timely manner may result in termination of the contract. **Emergency Response Hazmat cleanup will require a response with 3 hours of notification.**

07-ASSIGNMENT

The successful vendor (s) shall not assign, transfer, pledge, or hypothecate any portion of the awarded contract without prior written consent of M-DCPS.

08-COMPLETION DATES

Deadlines for the services required shall be determined by the size and complexity of the work. M-DCPS will assign completion dates with each purchase order.

09-BID ADDENDUMS

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

http://procurement.dadeschools.net

10-INSURANCE REQUIREMENTS

Successful vendor(s) are required to have insurance coverage as specified in the indemnity and insurance form(s), attached hereto and made 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.

11-CONE OF SILENCE

A Cone Of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

Mr. Lalo Arrien, Buyer
Procurement Management
Fax #305-523-2332

Bid Number: 002-GG07

Bid Title: Disposal of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Assigned Buyer: Lalo Arrien

Special Conditions

E-mail: larrien@dadeschools.net

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

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-mail: martinez@dadeschools.net

12-OCCUPATIONAL LICENSE

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

12-VENDOR APPLICATION

Vendors are required to have on file a current vendor application. If not, a new, current vendor application is requested to be submitted with bid, in lieu of the Vendor Information Sheet. The information that appears on the application is to match that as entered on the Bidder Qualification Form.

13-VENDOR INFORMATION SHEET: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at **www.dadeschools.net** (click District Offices, then click Procurement Management).

14-ERASURES OR CORRECTIONS

Bid Number: 002-GG07

Bid Title: Disposal of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Assigned Buyer: Lalo Arrien

Special Conditions

Bidders are requested to use permanent ink when completing the Bid Proposal Form.

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 permanent 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).

FORM9-1/98

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 **#002-GG07**

INDEMNIFICATION

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

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed 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 $1,000,000 combined single limit per occurrence for bodily injury and property damage.

2. Environmental Impairment Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury and property damage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

4. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida" must be listed as additional insured on all liability coverages except Workers' Compensation.

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 the 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 must be delivered to the following address:

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 listed as 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.

The School Board of Miami-Dade County, FL
Bid #002-GG07
Disposal Of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Name Of Bidder: _____

Bid #: 002-GG07

Title: Disposal Of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Buyer Name: Lalo Arrien

Important Bid Notes

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR CONTRACT PERIOD

Description Of Item	Quantity	Unit	Price Per Unit	Comments
Provide all labor, supervision, materials, equipment, transportation and services necessary for the removal and disposal of waste as listed, in accordance with all specifications attached, and in compliance with all local, state and federal regulations. Pricing includes all labor, materials and equipment necessary for each line item.				
GROUP I - Items 1 tthrough 15 - Disposal of hazardous/Non-hazardous waste and photo waste - to be awarded on a total low bid basis. Bidder(s) must bid all items.				
1. Oily Rags	230	55 Gallon Drum	$_____	
2. Oil Filters - Vendor shall provide empty drums after each pick-up.	230	55 Gallon Drum	$_____	
3. Oil dry	230	55 gallon drum	$_____	
4. Waste Oil	5000	per gallon	$_____	
5. Oily water	3000	per gallon	$_____	
6. Oily sludge	1000	per gallon	$_____	
7. Used antifreeze	1000	per gallon	$_____	
8. Analytical test for oily rags and oil dry.	100	per test	$_____	
9. Photographic waste materials 55-gallon drum of fixer and developer	80	55 gallon drum	$_____	
10. Photographic waste materials 30-gallon drum of fixer and developer	6	55 gallon drum	$_____	
11. Paints: Oil base	6	55 gallon drum	$_____	

The School Board of Miami-Dade County, FL
Bid #002-GG07
Disposal Of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Name Of Bidder: _____

Bid #: 002-GG07

Title: Disposal Of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Buyer Name: Lalo Arrien

Important Bid Notes

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR CONTRACT PERIOD

Description Of Item	Quantity	Unit	Price Per Unit	Comments
12. Paints: Water base 55-gallon drums	8	55 gallon drum	$_____	
13. Paints: Automotive refinish 55-gallon drums	5	55 gallon drum	$_____	
14. Solvents: Mineral spirits and lacquer thinner 55-gallon drums	6	55 gallon drum	$_____	
15. Emergency response hazmat cleanup, within 3 hr response (includes labor, materials, transportation, supplies and equipment.)	4	per mobilization	$_____	
GROUP II - items 16 through 25 - Disposal of Hazardous/Non-hazardous chemicals - to be awarded on a total Low bid basis. Bidders must bid all items.				
16. Chemistry Laboratory Lab-Packs, all waste code categories. 55 gallon drum	264	55 gallon drum	$_____	
17. Chemistry Laboratory Lab-Packs, all waste code gallon categories. 30 gallon drum	190	30 gallon drum		
18. Chemistry Laboratory Lab-Packs, all waste code categories. 5 gallon pail	340	5 gallon pail	$_____	
19. Preserved Specimen/Biological Waste, in alcohol. 55 gallon drum	20	55 gallon drum	$_____	
20. Preserved Specimen/Biological Waste, in alcohol. 30 gallon drum	6	30 gallon drum	$_____	
21. Preserved Specimen/Biological Waste, in Formaldehyde. 55 gallon drum	48	55 gallon drum	$_____	
22. Preserved Specimen/Biological Waste, in Formaldehyde. 30 gallon drum	10	30 gallon drum	$_____	
23. Ballast/Transformers containing PCB's. 55 gallon drum	20	55 gallon drum	$_____	

The School Board of Miami-Dade County, FL
Bid #002-GG07
Disposal Of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Name Of Bidder: _____

Bid #: 002-GG07

Title: Disposal Of Hazardous/Non-Hazardous Waste and Photo Waste and Chemicals

Buyer Name: Lalo Arrien

Important Bid Notes

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR CONTRACT PERIOD

Description Of Item	Quantity	Unit	Price Per Unit	Comments
24. Ballast/Transformers containing PCB's 30 gallon drum	6	30 gallon drum	$_____	
25. Certified Lab Analysis and Testing. Sampling (sample bottle, sampling equipment and Labor of Chemist), Ignitability, Reactivity, Corrosively, Flashpoint, Total Cyanide.		each	$_____	
NOTE: Per the Florida Department of Environmental Protection (DEP) and The Florida Department of Education, vendor(s) shall submit a letter, prior the award, stating no waste containing used oil filters will be taken to a landfill in case of an incinerator shutdown.				
REFERENCES 1- Name: _____ _____ _____ Contact person:_____ Telephone No.:_____ FAX No.:_____ 2- Name: _____ _____ _____ Contact person:_____ Telephone No.:_____ FAX No.:_____				

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SPECIFICATIONS

DISPOSAL OF HAZARDOUS/NON-HAZARDOUS WASTE AND PHOTO WASTE, AND CHEMICALS

PART 1.00 – GENERAL

1.01 – REFERENCES:

A. Environmental Protection Agency, (EPA).
B. The Department of Transportation for both the State of Florida and the Federal Government, (DOT).
C. The Department of Environmental Resources Management, (DERM).
D. Florida Department of Environmental Protection, (FDEP).
E. The Department of Education of the State of Florida, (DOE).
F. Code of Federal Regulations, (CFR).
G. Resource Conservation & Recovery Act, (RCRA).
H. Florida Department of Health.
I. Occupational Safety and Health Administration (OSHA).

1.02 – DEFINITIONS:

A. Owner:
Shall mean The School Board of Miami-Dade County, Florida, also referred to as M-DCPS or the Board.

B. Authorized M-DCPS 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. Contractor(s):
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.

D. Award Date:
Shall be the date of the regularly scheduled School Board meeting when the Board takes formal action for award of contract.

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 the M-DCPS authorized representative as being completed in accordance with contract documents.

G. Work Delay:
Shall mean such situations preventing contractor(s) from starting, continuing or completing work at which time the authorized representative or designee is to be contacted.

H. Written Notice:
Shall mean delivery of certified or registered letter to the contractor(s). Delivery of certified or registered letter to the last business address known shall constitute proper notice if no individual can be contacted.

I. Emergency Response:
Immediate response by the contractor(s) to a situation or occurrence of a serious nature that develops due to acts of nature or any other life-threatening situation for building occupancy or as determined by the M-DCPS authorized representative.

J. Sub-Contractor:
A person or company who enters into an agreement with a vendor or contractor and assumes some of the contractual obligations of the primary contractor(s).

1.03—WORK REQUIREMENTS:

A.1 Scope for Proposal Form items 1 through 15 - Disposal of hazardous/Non-hazardous waste and photo waste:

The purpose and intent of this invitation to bid is to establish a term contract to provide hazardous and non-hazardous waste handling and removal services for all MDCPS locations. These services for bulk 30gal and 55gal drums of metal and/or poly construction will include, but not be limited to the disposal of: oil filters, oily rags, oil dry, and analytical test for oily rags and oil dry, emergency response, photo waste: fixer, developer and cleaners, paints: oil and water based, automotive refinish and materials, lacquer thinner, mineral spirits. Oil, oily water, oil sludge and antifreeze will be priced by the gallon. The contractor(s) is responsible for providing all labor, material and equipment necessary to perform all work required under the terms of this contract and shall do so in a manner that is safe, efficient, in conformance with all applicable State and local codes, and environmentally acceptable. The contractor(s) shall respond to normal service requirements within 72 hours after notification by the designated MDCPS authorized representative and the issuance of a purchase order. The contractor(s) shall be responsible for cleanup and required notifications of any spill that occurs during the contract of shipping and handling and transportation of hazardous materials. Cleanup and required notifications shall be performed in accordance with all applicable rules, regulations, and State and Federal laws.

A.2 Scope for Proposal items 15 through 25 – Disposal of Hazardous/Non-hazardous chemicals:

The purpose and intent of this invitation to bid is to establish a term contract to provide hazardous and non-hazardous waste handling and removal services for all M-DCPS locations. These services are for lab packing of 5gal, 30gal, and 55gal drums of metal and/or poly construction that will include, but not be limited to, the disposal of chemicals that are: toxic, corrosive, flammable, water reactive, miscellaneous reactive, salts, cyanides, sulfides, flammable solids, oxidizers metals, compressed gases: butane, propane, aerosol cans, lab instruments that may contain mercury, photo waste: fixer, developer, preserve specimens/biological waste in alcohol and formaldehyde, cleaners: degreasers, strippers, detergents, floor wax and sealer, and ballasts/transformers containing PCB's. The contractor(s) is responsible for providing all labor, materials, a chemist present at the at the time of lab packing, and equipment necessary to perform all work required under the terms of this contract and shall do so in a manner that is safe, efficient, in conformance with all applicable State and Local Codes, and environmentally acceptable. The contractor(s) shall respond to normal service requirements within 72 hours after notification by the designated M-DCPS authorized representative and the issuance of a purchase order. The contractor(s) shall be responsible for cleanup and required notifications of any spill that occurs during the contract of shipping and handling and transportation of hazardous materials. Cleanup and required notifications shall be performed in accordance with all applicable rules, regulations, and State and Federal laws.

A. Work included:

Provide all labor, material, equipment and services necessary for the transportation and proper disposal of hazardous and/or non-hazardous material in accordance with all applicable Federal, State, and Local regulations.
Contractor(s) shall provide the following types of disposal as needed.

1. Incineration.
2. Fuels blending operation.
3. Permitted landfill.
4. Recycle/Reclaim
5. Site for disposal of soil or absorbents contaminated with petroleum products.
6. Thermal treatment facility (stationary and mobile).

B. Work Day:
The normal working day for M-DCPS is ordinarily between 7:00 A.M. and 3:30 P.M., Monday through Friday. The contractor(s) will communicate with the M-DCPS authorized representative supervising the contract(s) and the school site administrator to schedule specific projects during school hours.

C. Peak Periods:

Upon request by the M-DCPS authorized representative, the contractor(s) is obligated to work during school off hours, recessed periods, school authorized holidays and legal holidays.

D. Site Inspection:
Prospective contractor(s) is encouraged to make site inspections of typical schools or facilities to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that can be implemented with minimal disruption of the school day. The M-DCPS authorized representative is available to answer questions regarding normal work, average job size, special conditions, and problems previously experienced by other contractor(s). Failure to consider the unique problems, safety considerations, or other conditions shall not entitle the awarded contractor(s) to additional monies after bid award.

E. Emergency Response:
Where an emergency is deemed to exist by the M-DCPS authorized representative, the contractor(s) will be required to respond on a verbal notice to proceed issued by Procurement Management Services. This response must result in the arrival of a work crew at the affected site within six (6) hours. Failure to respond in a timely manner to these emergency requests shall constitute grounds for termination of this contract(s). Hazmat cleanup response will require a three (3) hour response.

F. Award:
This contract may be awarded to a primary contractor and one (1) alternate contractor, based on the lowest responsive, responsible contractor(s) meeting all specifications. In the event that the primary contractor is unable to perform, at its sole discretion, M-DCPS reserves the right to assign work simultaneously to the alternate contractor.

G. Contractor(s) shall assure that the use of any controlled substance including alcohol shall not occur on M-DCPS premises as outlined in Board rule 6Gx1 3-4-1.05. A fine of $500 will be assessed for the first offense and termination of the contract(s) for the second offense.

1.04 - REQUIRED BID DOCUMENTATION:

A. Prospective vendor(s) are requested to submit with the bid or within five days of request by Procurement Management the following:

1. Copy of vendor’s Occupational License.

2. Two (2) references from existing service contract customers.

3. Copy of all permits applicable.

4. Certification of employee training in the disposal of hazardous materials.

B. All documents supplied must meet with the approval of the M-DCPS Bureau of Procurement Management Services and the M-DCPS authorized representative before the vendors(s) is recommended for award.

C. Failure to provide the required documentation may result in vendor's disqualification.

1.05 – QUALITY ASSURANCE:

A. Licenses, Permits and Fees:

The contractor(s) shall obtain and pay for all license, permits and inspection fees required for the work specified herein: and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work as defined in this invitation to bid. Damages, penalties and/or fines imposed on M-DCPS or the contractor(s) for failing to obtain required licenses, permits or fees shall be borne by the contractor(s).

B. Contractor(s) agrees to notify M-DCPS if:

1. Contractor(s) is served with notice of a violation of any law, regulation, permit or license, which is related to service(s) rendered pursuant to this contract(s).

2. Proceedings are commenced which could lead to revocation of permits or licenses, which are related to service(s) rendered pursuant to this contract(s).

3. Permits, licenses or other governmental authorizations relating to service(s) are revoked.

4. Litigation is commenced against contractor(s), which could affect the performance of service(s) as required by this contract(s).

5. Contractor(s) becomes aware that is equipment or facilities are not in compliance with applicable, laws, regulations, permits or licenses.

C. Proposed Work Schedule:

1. When requested by the owner, contractor(s) is to submit a proposed work schedule for review and acceptance by the M-DCPS authorized representative, prior to commencing work, based on the anticipated performance of work during normal school hours.

2. Work mutually determined by owner and contractor(s) as necessary to be scheduled after normal school hours or as overtime shall be included.

D. Environmental Protection:

1. The contractor(s) shall take all necessary steps to provide a safe work environment for the occupants of the schools and facilities and the general public in and around the work area and while the work is being performed. The contractor(s) shall comply with all applicable Federal, State and Local regulations while performing work under this contract. All fines and/or penalties levied and/or imposed by the above authorities because of failure to comply with these requirements shall be borne by the contractor(s) responsible for said failure(s) and may be grounds for termination of the contract(s).

2. Contractor(s) warrants that in the event of an accidental discharge of hazardous materials, to promptly notify the M-DCPS authorized representative, provide all the details of the discharge, and take all steps required by Federal, State and Local laws to correct the situation. Contractor(s) additionally agrees to consult with the M-DCPS authorized representative before making any public statements or issuing any press releases regarding an accidental discharge.

3. Contractor(s) agrees to notify M-DCPS immediately if a treatment, storage or disposal facility at any time fails to comply with any of the laws, rules, or regulations or becomes unsuitable to receive the hazardous materials being shipped.

4. The contractor(s) shall provide analysis of any and all samples collected from M-DCPS premises for any parameter, either through its own laboratory or by subcontracting for said analysis with a licensed facility.

5. The contractor(s) shall conduct clean up management of each site which may involve operational and safety procedures as required by law. All M-DCPS work areas will be kept free from excess materials/equipment to insure a safe and efficient operation.

1.06 – DELAYS AND EXTENSIONS OF TIME:

Completion of a project assigned within the time frame established for each individual project is essential and the contractor(s) acknowledge that is of the essence in performing the terms and conditions of their contract(s). Unauthorized time delays may be subject to the default provisions as provided in the Instructions to Bidders.

1.07 – COORDINATION AND TRAINING:

A. Contractor(s) agrees to coordinate removal of hazardous and/or non-hazardous material, with schools' administration office in order to avoid disruption of areas adjacent to work area which may be occupied during period assigned for waste removal.

B. Contractor(s) agrees to instruct all its appropriate employees to the proper procedures to be used and the precautions to be followed in the handing

and disposal of all materials. Contractor(s) shall provide a statement certifying they engage in periodic training of their employees in hazardous materials management as required by Federal law, and the relevant State of Florida safety and employee protection laws and regulations. The contractor(s) agrees to abide by all laws, regulations and administrative rulings of the Federal Government, the State of Florida, and Miami-Dade County, and will secure all necessary forms, licenses, and permits for the management and disposal of hazardous and non-hazardous materials as needed to fulfill the terms of this bid.

1.08 – PACKAGING, STORAGE AND HANDLING:

Contractor(s) shall provide timely and proper preparation and packaging of hazardous and/or non-hazardous materials for transportation to an appropriate permitted treatment, storage or disposal facility. The disposal facility shall be operated and maintained in compliance with all pertinent laws of the state in which the facility is located, including, but not limited to, preparation of manifest, disposal certificates and supporting verifications and all other required documentation, packaging in proper containers, labeling, and other requirements as may be currently in force or promulgated by the County, the State of Florida, any other state in which the waste is to be disposed of, and the Federal Government.

1.09 – DOCUMENTATION/RECORD:

A. Contractor(s) shall complete and provide waste manifests in accordance with all applicable State and Federal laws for all shipments of waste materials upon receipt of purchase order(s) and initiation of shipment(s). All storage of materials during shipment to an approved disposal facility shall be limited to permitted transfer, storage or disposal facilities. Contractor(s) will provide documentation verifying safe arrival of shipment and correct materials shipped. Contractor(s) will provide to the M-DCPS authorized representative a certificate of disposal for all waste materials shipped.

B. The contractor(s) will prepare the shipping manifest(s) in accordance with all Federal, State and local regulations. When required, contractor(s) will prepare all necessary waste profile sheets for M-DCPS review and signatures. Manifests must include correct gallons or drums for removal and disposal, signed and verified by the M-DCPS authorized. It is the responsibility of the contractor(s) to ensure that the manifests are properly and accurately completed.

C. Audit and Inspection of Records:

1. The contractor(s) shall maintain all the necessary records of all work performed under this contract, all records shall be in conformance to acceptable accounting principles and practices for the purpose of contract monitoring and financial audit.

2. The contractor(s), in signing this bid document, agrees that M-DCPS, or its external auditors, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard and pertaining to the work performed under this contract(s) and to audit the books, records, and accounts with regard to this contract(s). Records subject to this provision include, but are not limited to receipts, vouchers, memoranda, accounting records, original estimates, estimating work sheets, and correspondence (except for confidential personnel records exempted by law.) Additionally, the contractors(s) agree to **maintain all records for this contract(s), for a minimum period of four years after contract(s) expiration date.**

PART 2 – PRODUCTS

It is the responsibility of the successful contractor(s) to furnish all tools, equipment, labor, and materials required to assure the proper removal and disposal of hazardous and non-hazardous waste.

PART 3 – EXECUTION

3.01 – INSPECTION:

All inspections shall be supervised by the M-DCPS authorized representative and shall comply with all laws, ordinances, regulations and building code requirements. Final inspection and acceptance by M-DCPS is required before payment.

3.02 – GENERAL:

A. Contractor(s) warrants that it is duly licensed to receive all materials, and that its drivers are fully trained and their trucks are authorized, equipped and licensed to carry such material, in accordance with prudent safety precautions and all applicable Federal, State and local laws and regulations. All trucks and other equipment used by the contractor(s) for the performance of the service(s) shall be in first class operating condition, shall be suitable for the particular services requested, and shall be periodically inspected and maintained.

B. Unless otherwise directed, the contractor(s) will be required to submit an estimate for each job to be performed prior to commencing work. That estimate and all invoices resulting from work performed under this contract(s) shall be detailed, showing the type of service to be provided, the quantity and the unit prices as established and awarded under this contract(s). No deviations from terms and conditions of this contract(s) shall be accepted. Lump sum invoices and/or estimates will be unacceptable and may result in delay of payments to the contractor(s).

C. Upon notification by an M-DCPS authorized representative, the contractor(s) shall make an assessment of the chemicals/materials to be picked-up, determine the status of the pick-up site, and formulate a recommendation to M-DCPS for the issuance of a purchase order. HAZARDOUS OR NON-HAZARDOUS MATERIAL SHALL NOT BE PICKED-UP WITHOUT FORMAL NOTIFICATION FROM PROCUREMENT MANAGEMENT SERVICES. Included with this assessment, the contractor(s) shall provide laboratory analytical services, if required. Radioactive and infectious materials are not part of this bid.

D. The contractor(s) shall provide appropriate transportation and legal disposal of all non-hazardous or hazardous materials to an acceptable, approved disposal site in accordance with all applicable County, State and Federal regulations.

E. Unless otherwise instructed by DERM, all waste/materials shall be removed from School Board property by the contractor(s) immediately and transported to a State approved transfer facility for the purpose of temporary storage, incineration facility, landfill facility, fuels blending operation or thermal treatment facility. Temporary storage provided by the contractor(s) shall be in compliance with Chapter 403 of the Florida Statues, 40 CFR Part 265 and/or 62-730 F.A.C. and all local and State permits and codes for temporary storage facility.

F. The contractor(s) is required to complete the project within the time frame estimated by DERM, or obtain an extension of time in writing. Any action taken or fines imposed against the Miami-Dade County Public Schools, due to the negligence by the contractor(s), its agents or employees to either meet the assigned time name or obtain a written extension will be paid by the contractor(s).

G. Contractor(s) will provide certified and tested measuring devices that are in working order on each track for the pump out of petroleum related waste. Verification by the M-DCPS authorized representative will be required for each job requiring pump out of tanks. Pump outs cannot commence without verification by the M-DCPS authorized representative. M-DCPS will not allow, nor authorize payment of any pump out without staff authorization. Measurements will be taken before and after each pump out to insure that accurate gallon calculations are used manifests.

H. Contractor(s) will be responsible for the repair and/or restoration of any area and/or equipment damaged by the contractor, its employees or its agents.

I. The contractor(s) shall perform all services to the satisfaction of the M-DCPS authorized representative. The M-DCPS authorized representative. The M-DCPS authorized representative shall respond to all questions and resolve all conflicts and disputes arising as a direct result of the work

required and performed under this contract(s). Contractor(s) will be provided a list of the M-DCPS authorized representatives after bid award.