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Miami-Dade County Public Schools

School Board Administration Building
1450 Northeast Second Avenue
Miami, Florida 33132

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

BUYER NAMED:
I. ARRIEN
FAX: (305) 523-2332
TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO: 035-DD07 BID TITLE: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON November 4, 2003 IN ROOM 351,
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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. (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 indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees.

III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para 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

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:

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

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

2. Awards of \$500,000 or Less

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

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

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

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

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

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

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

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

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

D. Samples should be delivered to the following address:

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

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

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

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

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

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

X. PACKAGING

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

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

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

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

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

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

XIV. DELIVERY AND BILLING

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

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

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

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

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

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

XVI. COMPLIANCE WITH FEDERAL REGULATIONS

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

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

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

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Bid Number: 035-DD07

Bid Title: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL
CLEAN UP AND REPORTING

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 date of award through December 31, 2005 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-AWARD

The award of this contract may be made to a primary and one alternate contractor, based on the lowest responsive responsible contractor meeting specifications. In the event that the primary contractor is unable to perform, M-DCPS reserves the right to obtain written quotations itemizing all requirements, and assign to other contractors not awarded this bid.

03-ADDITIONAL WORK, EMERGENCIES AND OTHER EXCEPTIONS

If, during the term of this contract, additional services are required as a result of emergencies, special projects, safety related concerns, or any other unforeseen situations, M-DCPS reserves the right to obtain written quotations itemizing all requirements, and assign to other contractors not awarded this bid.

04-RESPONSE TIME

The awarded contractor(s) shall respond to Initial Remedial Action (IRA) immediately (within 24 hours) upon receiving a directive from the Division of Safety, Energy and Communications Management Materials Control Section (MCS). This response is to initiate the removal of any free product or contaminated soil. Product recovery will be in accordance with Chapter 62-770.300 F.A.C. or the latest applicable state or local code or rule.

Bid Number: 035-DD07

Bid Title: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL
CLEAN UP AND REPORTING

Assigned Buyer: Lalo Arrien

Special Conditions

05-DOCUMENTS REQUIRED

- a) Copy of the Florida Department of Environmental Protection (FDEP) approval letter for the firm's Quality Assurance Plan.
- b) Identify five (5) remediation projects where the firm has completed petroleum free product removal and disposal (MCS Data Sheet must be used).
- c) Identify two (2) remediation projects where the firm has completed a Site Assessment Report (SAR) to the satisfaction of a governmental regulatory agency (MCS Data Sheet must be used)
- d) Copy of Pollutant storage System Contractors License.
- e) Copy of General Contractors License, copy of a contract with a company that does have a Pollutant Storage System Contractors License and a copy of said license.

Failure to submit the above letter(s), form(s), and licenses with the bid will result in the vendor(s) not being recommended for the bid award.

06-PRE-BID CONFERENCE

A pre-bid conference has been scheduled for October 24, 2003, 10:30 A.M at M-DCPS, Maintenance Operations, Training Room at 12525 N.W. 28 Avenue, Miami, Fl 33167. Pre-bid conference attendance by the bidder or their qualified representative is requested to ensure bid compliance. For additional information contact Lalo Arrien at (305) 995-2350.

07-COMPLETION DATES

Deadlines for the services required shall be determined by M-DCPS in accordance with DERM directives. M-DCPS will assign completion dates on each purchase order. A vendor's inability to complete the work within this time period without an approved extension, shall be cause to find the vendor(s) unable to perform, and ineligible for new work until the project is completed.

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CLEAN UP AND REPORTING

Assigned Buyer: Lalo Arrien

Special Conditions

08-CODES AND PERMITS

All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.

09-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.

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-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.

12-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
E-mail: larrien@sbab.dade.k12.fl.us

Bid Number: 035-DD07

Bid Title: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL
CLEAN UP AND REPORTING

Assigned Buyer: Lalo Arrien

Special Conditions

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

13-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>

14-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.

15-VENDOR APPLICATION

Vendors are required to have on file a current vendor application. If not, a new, current vendor application must 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.

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Special Conditions

16-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 dcps.dade.k12.fl.us (click District Offices, then click Procurement Management).

17-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).

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#035-DD07

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-Chanc Clark at 305- 995-7133.

UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING

Name Of Bidder: _____

Bid #: 035-DD07

Title: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL CLEAN UP AND REPORTING

Buyer Name: Lalo Arrien

Important Bid Notes

VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____

Description Of Item	Quantity	Unit	Price Per Unit	Credit Per Unit	Total
Group 1: - Provide labor, materials, and equipment necessary to perform an Initial Remedial Action, Source Removal Report (SRR), UST Removal, Tank Closure Report (TCAR), and Site Assessment Report (SAR) in accordance with Florida Administrative Code FAC Chapters 62-160, 62-770, 62-777 and Dade County Chapter 24. Items 1 through 31 to be awarded on a total low bid basis. Vendor must bid all items.					
1. Mobilization charge to provide a vacuum or pump truck. This charge to be in addition to the appropriate product removal line item and shall cover mobilization and any "stand by" time required. Maximum 1 Charge Per Day)	100	Each			
2. Provide the removal and proper disposal of hydrocarbon product from underground, or above ground fuel storage tanks.	45,125	Gallon			
3. Indicate CREDIT to M-DCPS for removal of clean fuel.	4,500	Gallon	X	()	(Deduct)
4. Provide the removal and proper disposal of free floating product from the groundwater.	9,025	Gallon			
5. Provide the removal and proper disposal of petroleum contaminated soil.	1,660	Ton			
6. Soil sampling and analysis for disposal by incineration.	100	Each			
7. Provide the removal and proper disposal of non-hazardous sludge.	40	55 Gal. Drum			

UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING

Name Of Bidder: _____

Bid #: 035-DD07

Title: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL CLEAN UP AND REPORTING

Buyer Name: Lalo Arrien

Important Bid Notes

VENDOR SHALL INDICATE MANUFACTURERS WARRANTY, IF GREATER THAN ONE YEAR _____

Description Of Item	Quantity	Unit	Price Per Unit	Credit Per Unit	Total
8. Remove and properly dispose of subsurface concrete slab over UST (Ballast) Approximately 200 S.F.	100	Each			
9. Confined Space Entry Fee. One time charge per project when required. Price shall include all required personnel and equipment.	1	Each			
10. Provide the removal, proper cleaning, and disposal of a 550 gallon underground fuel storage tank (UST).	15	Each			
11. Provide the removal, proper cleaning, and disposal of a 1000 gallon underground fuel storage tank (UST).	60	Each			
12. Provide the removal, proper cleaning, and disposal of a 2000 gallon underground fuel storage tank (UST).	5	Each			
13. Provide the removal, proper cleaning, and disposal of a 4000 gallon underground fuel storage tank (UST).	3	Each			
14. Provide and install a properly vented and capped 250 gallon skidded fuel storage tank with sight fuel gauge and fill box.	100	Each			
15. Provide the replacement and proper compaction of clean fill.	1700	Ton			
16. Minimum charge per project to remove and replace sod. This charge to be in addition to Line Item # 17	1	Each			
17. Remove and replace sod.	7500	Sq. Ft.			
18. Minimum charge per project to remove and replace 6" concrete slab. This charge to be in addition to Line Item # 19	1	Each			
19. Remove and replace 6" concrete slab.	7500	Sq. Ft.			

UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING

Name Of Bidder: _____

Bid #: 035-DD07

Title: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL CLEAN UP AND REPORTING

Buyer Name: Lalo Arrien

Important Bid Notes

VENDOR SHALL INDICATE MANUFACTURERS WARRANTY, IF GREATER THAN ONE YEAR _____

Description Of Item	Quantity	Unit	Price Per Unit	Credit Per Unit	Total
20. Minimum charge per project to remove and replace 1-1/2" asphalt over 6" base. This charge to be in addition to Line Item # 21	1	Each			
21. Remove and replace 1-1/2" Asphalt over 6" base.	15000	Sq. Ft.			
22. Provide analysis of groundwater sample for: A. EPA 601 B. EPA 602 C. EPA 610 D. 1,2 dibromoethane (EDB) E. TRPH by FL-PRO F. Lead	500	Set			
23. Provide analysis of soil sample for: A. EPA 8020 B. EPA 8100 C. TRPH by FL-PRO	450	Set			
24. Perform one split spoon soil boring (SB) to the water table (Approximately 12').	630	Each			
25. Install a temporary monitoring well up to 20' deep.	500	Each			
26. Install a permanent monitoring well up to 20' deep.	200	Each			
27. Daily use of OVA / FID Meter for screening soils.	100	Each			
28. Prepare and submit a Source Removal Report to meet all requirements of FAC 62-770 and 62-777. (2) Copies to DERM, and (1) Copy to M-DCPS.	100	Each			
29. Prepare and submit a Site Assessment Report to meet all requirements of FAC 62-770 and 62-777. (2) Copies to DERM, and (1) Copy to M-DCPS.	100	Each			

UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING

Name Of Bidder: _____

Bid #: 035-DD07

Title: UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL CLEAN UP AND REPORTING

Buyer Name: Lalo Arrien

Important Bid Notes

VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____

Description Of Item	Quantity	Unit	Price Per Unit	Credit Per Unit	Total
30. Prepare and submit a Tank Closure Report to meet all requirements of FAC 62-770 and 62-777. (2) Copies to DERM, and (1) Copy to M-DCPS.	100	Each			
31. Laboratory analyses for:	100	Each			
A. Volatiles by EPA Method 624 or 8260					
B. Semi-volatiles by EPA Method 625 or 8270					
C. 8 RCRA Metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver)					
GROUP II: FOR INFORMATION PURPOSES ONLY					
Items 32 through 35 shall not be considered in determining the bid award. However, the vendor shall be required to complete this section and the price quoted shall be used should the item be required.					
32. Provide the proper "Abandonment In Place" of a 550 gallon underground storage tank (UST).	1	Each			
33. Provide the proper "Abandonment In Place" of a 1000 gallon underground storage tank (UST).	1	Each			
34. Provide the proper "Abandonment In Place" of a 2000 gallon underground storage tank (UST).	1	Each			
35. Provide the proper "Abandonment In Place" of a 4000 gallon underground storage tank (UST).	1	Each			
36. Provide for the proper abandonment of a monitoring well	1	Each			

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
UNDERGROUND PETROLEUM STORAGE TANKS:
REMOVAL, CLEAN UP AND REPORTING
SPECIFICATIONS**

PART 1 GENERAL

1.00 SUMMARY

A. Purpose

The School Board of Miami-Dade County, Florida is soliciting a primary and alternate vendor to conduct activities associated with the removal of underground storage tanks, clean-up of petroleum or petroleum products, and preparation of site assessment, source removal or tank closure reports in accordance with the provisions of Chapters 62-160, 62-770 and 62-777 of the Florida Administrative Code (FAC), Florida Department of Environmental Protection (FDEP) Storage Tank System Closure Assessment Requirements, and Chapter 24, Miami-Dade County Code, Environmental Protection Ordinance.

B. Working Day

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

C. Site Inspection

1. The vendor shall be fully acquainted and familiarized with general site conditions, as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate to fully understand the facilities, difficulties, and restrictions attending the execution of the work. The vendor shall also thoroughly examine and be familiar with all the specifications and references herein.
2. Failure or omission of the vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the

work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the vendor to additional compensation after a notice to commence and a purchase order is issued.

D. Emergency Response

Where an emergency is deemed to exist by the M-DCPS authorized representative, the vendor shall be required to respond on a verbal notice to proceed issued by the Procurement Management Services, or the M-DCPS authorized representative. This response must result in the arrival of a work crew at the affected site within twenty-four hours of such notification. Failure to respond in a timely manner to emergency requests may result in M-DCPS effecting remedial action in any manner deemed to be in the best interests of the District and back charging the vendor all associated costs.

E. Inspection and Punch list

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

2. Progress Inspection

During the execution of projects performed under this contract, the M-DCPS authorized representative will regularly inspect the work for quality of materials and/or installation. The vendor shall correct deficiencies noted 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 10 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.

4. Stoppage of work
M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS authorized representative or the Inspector;
 - a. Materials or work are not in conformance with the specifications, applicable codes, standards, and/or accepted practices.
 - b. The vendor's activities result in damage to District Property.
 - c. The vendor's activities interfere with the normal operation of the facility or its program.
 - d. The vendor's personnel are not properly licensed.
 - e. Any other condition, situation, or circumstance which, in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.

F. Subcontracting

Subcontracting is permitted under this contract. At time of bid, the vendor shall submit a list of subcontractors pursuant to these specifications. M-DCPS reserves the right to reject any subcontractor. Rejection of any subcontractor by M-DCPS shall not entitle the vendor to additional compensation. 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.

G. Communication

Unless otherwise specified, all communications, including but not limited to identification of the scope of work, instructions, permissions, proposals, quotes, and any

clarifications thereof, between M-DCPS and the vendor shall be in writing.

1.01 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidders must be qualified and properly licensed to perform the scope of the work described herein. The vendor is required to have a Pollutant Storage System Contractors License, or may hold a General Contractor's License and shall subcontract with an identified company, which holds a Pollutant Storage System Contractor's License. Copies of the appropriate licenses shall be submitted with the bid.
- B. At the time of the bid opening, the vendor must identify a Florida registered professional engineer and/or professional geologist who will be required to supervise certain aspects of the work as well as sign and seal projects as appropriate.
- C. The vendor must have a Quality Assurance Plan (QAP) approved by the Florida Department of Environmental Protection (FDEP), and must submit a copy of the FDEP approved letter for the QAP with the bid.
- D. Prior to award of the bid, the vendor must identify personnel within their organization with a minimum of five (5) years of documented experience in the area of work as listed under Part 2 of these specifications. The documented experience will indicate that the vendor has personnel who have accomplished the following:
 - 1. Completion of a TCAR, which involved Initial Remedial Action/or Source Removal at five (5) petroleum-contaminated sites.
 - 2. Completion of no less than two (2) DERM-approved Site Assessment Reports (SAR) indicating "No Further Action".
- E. 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.
- F. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.

- G. 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.
- H. Vendor shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of such qualifications.
- I. 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.
- J. The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers 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 to be performed under this term bid.
- K. Prior to award of this contract, the vendor is required to provide documentation of completion of a Confined Space Training Session for its employees, and appropriate certification, as required by OSHA.

1.02 REFERENCES

- A. Florida Building Code (FBC), and associated codes and standards referenced therein. Latest Edition
- B. Chapters 62-160, 62-770 and 62-777 of the Florida Administrative Code.
- C. Miami-Dade County Public Schools Master Specifications Guidelines Sections:

1. 02072 Removals
2. 02200 Earthwork
3. 02221 Excavation, Backfilling and Compaction for Utilities
4. Other Master Specifications Guidelines as applicable to the project scope.

(Note: These Master Specifications may be accessed on the Internet at <http://facil.dade.k12.fl.us/facplan/masterspec.htm>)

D. Miami-Dade County Code, Chapter 24

NOTE: Where conflicting specifications exist between reference documents, or any specifications contained herein, the more restrictive specification will prevail.

1.03 DEFINITIONS

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

Shall mean the senior administrator or designee at the facility where services are being provided.
- C. M-DCPS authorized representative

Shall mean the individual(s)/firm(s) designated by the Owner to coordinate, schedule and accept for payment the work covered by this contract document.
- D. Inspector

Shall mean an authorized representative of Maintenance Operations, or designee.
- E. Vendor

Refers to the person, firm or corporation authorized to do business with the School Board of Miami-Dade County, Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.
- F. Performance

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

G. Substantial Completion

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

H. Punch List

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

I. Final Acceptance

Shall mean work that has been fully commissioned, inspected and approved by Maintenance Operations and as having been completed in accordance with the defined scope of work, design drawings and punch list, and shall include receipt of all required training, manuals, drawings, warranties, and releases of lien and claim.

J. Emergency

Shall be determined by the M-DCPS authorized representative requiring a response from the vendor within twenty-four (24) hours.

K. Written Notice

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

L. MECA

Maintenance Operations Environmental Compliance and Administration

M. DERM

Miami-Dade County Department of Environmental Resource Management

N. SAR

Site Assessment Report

O. SRR

Source Removal Report

P. TCAR

Tank Closure Assessment Report

Q. FDEP

Florida Department of Environmental Protection

1.04 PERMITS/LICENSES/FEES

- A. This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for obtaining this Permit. However, a specific building permit will be required for any category of work administered and supervised by any M-DCPS department other than Maintenance Operations and certain projects defined by the Florida Building Code. In some instances, other permits from regulatory authorities may be required. The cost of such permits shall be reimbursed to the vendor without markup.
- B. The vendor shall obtain and be responsible for the costs for all licenses; inspection 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, permits or fees shall be borne by the vendor.

PART 2 EXECUTION

2.00 PROJECT SITE MEETING

- A. When notified in writing via facsimile, letter or other documented method, approved vendors shall meet with the M-DCPS authorized representative at the project site and develop a scope of work. Unless otherwise specified, the

vendor shall be required to participate in this meeting within two working days of notification.

- B. The vendors shall submit a detailed proposal using appropriate line items from the Bid Proposal Form to the M-DCPS authorized representative within five working days of the site meeting.

2.01 PROJECT EXECUTION

- A. All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the References, the terms and conditions contained within the purchase order and the general terms and conditions of this contract. Ground water and soil samples shall be collected in accordance with Florida Department of Environmental Protection Standard Operating Procedures (SOP) per Chapter 62-160 FAC.
- B. If, during the course of the work, any unforeseen hazards are encountered, the vendor is to immediately:
 - 1) Render the work area safe, 2) cease all other work, and 3) contact the M-DCPS authorized representative.
- C. Emergency Action

Upon the receipt of a directive from MECA, the vendor will respond immediately (within 24 hours) to initiate the removal of any free product or contaminated soil in order to minimize the hazard of explosion or fire and preventing further contamination of adjacent soil and groundwater. Product recovery and disposal shall be performed in accordance with the latest applicable state or local code or rule.

- D. Reports
 - 1. Upon the receipt of a directive from MECA, the vendor will submit to DERM and MECA, a SAR, SRR and TCAR within the time frame established by DERM. The SAR, SRR, TCAR will be reviewed by DERM and must be approved by DERM.
 - 2. Vendor shall submit complete and correct reports, which meet all requirements of the regulations. Disapproval by MECA or any agency for deficiencies shall not entitle the vendor to additional time and/or compensation.

3. The vendor shall submit to MECA, monthly progress reports detailing the status of each project.

- E The vendor shall complete each assigned task within the timeframe established by either the Florida Department of Environmental Protection or the DERM. If the timeframe cannot be met, the vendor shall obtain an extension in writing from the appropriate agency and forward a copy to MECA.
- F. All laboratory work shall be conducted by a laboratory accredited by the National Environmental Laboratory Accreditation Program (NELAP).

PART 3 PROTECTION AND CLEANUP

- A. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The vendor shall also insure that M-DCPS property, utilities and infrastructure are protected from damage and defacement resulting from the vendor's activities. 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.
- B. 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 rules, regulations, laws, codes and ordinances.
- C. Vendor, its employees and /or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without permission prior to commencement of project from the M-DCPS authorized representative.
- D. Vendor's materials, equipment and tools, which are not in use, shall be stored in a secured location supplied by the vendor.
- E. M-DCPS is not responsible for loss of tools, equipment or supplies.

- F. Site shall be left in a neat and clean condition upon completion of work.
- G. Vendor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
- H. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.
- I. All OSHA Confined Space Entry notification requirements, as stipulated by OSHA Standards - 29CFR, Standard 1910.146, are required and shall be enforced. The vendor shall produce such documentation on each and every occasion prior to commencement of any work requiring such notification.

PART 4 TERMINATION AND REMEDY

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor.
- 2. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and default the vendor if material or procedures are used other than those specified.
- 3. In the event that the vendor fails to perform any of the services in a satisfactory, timely 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 to the vendor, accomplish the work in any manner it chooses, with all direct and indirect costs of such work being borne by the vendor.
- D. Any fines and/or penalties levied by any jurisdiction against the owner, which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable regulations, rules, statutes, codes and/or ordinances, shall be borne solely by the vendor.
- E. Exercise of any provision of this section does not preclude the District from pursuing remedies available

through law, rule or any other provision of this contract.

- F. Failure by MDCPS to invoke any of its rights under this contract shall not constitute a waiver of these rights nor prevent their exercise.
- G. Exercise of any sanction provided for in this contract shall not preclude the District from pursuing remedies available through law, rule or any other provision of this contract.

PART 5 NON-EXCLUSIVITY

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

PART 6 INVOICING

- A. The invoice document shall contain, as a minimum, the following information, as appropriate:
 - 1. M-DCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
 - 2. Scope of work performed.
 - 3. Line items, unit prices, quantities and extension totals.
 - 4. Start and completion time and date(s) of work performed.
 - 5. Work location where services were provided.
 - 6. When applicable, the vendor shall provide a copy of the properly executed Hazardous Waste Manifest, signed by the disposal facility.
 - 7. Final release of claim from the vendor.
 - 8. Written warranty, when applicable.
- B. Payment will only be made for actual 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 shall 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 M-DCPS authorized representative as identified in the item description of the purchase order.
- D. The acceptance of final payment shall constitute a waiver of all claims by the vendor except those previously made in writing and unresolved at the time of final invoicing.

PART 7 WARRANTY

1. The vendor shall warrant the work and shall remedy any defects due to faulty workmanship for a minimum of one (1) year from the date of final acceptance.
2. This warranty shall be provided to the Board, in writing, at time of final invoicing.
3. Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice.
4. Neither the final payment nor any provision in the contract documents shall relieve the vendor of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

The School Board of Miami-Dade County, FL
Bid #035-DD07
Underground Petroleum Tank: Removal, Clean Up And Reporting
(Listing of underground fuel tanks)

Facility Alpha	Street Address	City	Capacity	MECA Assay
Air Base Elementary	12829 Southwest 272 Street	Homestead	1000	E0001UST1
Blanton, Van E. Elementary	10327 Northwest 11 Avenue	Miami	1000	E0014UST1
Broadmoor Elementary	3401 Northwest 83 Street	Hialeah	1000	E0019UST1
Brownsville Middle	4899 Northwest 24 Avenue	Miami	2000	E0205UST1
Carol City Middle	3737 Northwest 188 Street	Opa-Locka	1000	E0207UST1
Citrus Grove Elementary	2121 Northwest 5 Street	Miami	1000	E0030UST1
Cooper, Neva King Ed Center	151 Northwest 5 Street	Homestead	1000	E0035UST1
Coral Gables Elementary	105 Minorca Avenue	Coral Gables	1000	E0036UST1
Coral Park Elementary	1225 Southwest 97 Avenue	Miami	1000	E0037UST1
Coral Way Elementary	1950 Southwest 13 Avenue	Miami	1000	E0040UST1
Dario, Ruben Middle	350 Northwest 97 Avenue	Miami	4000	E0213UST1
Dorsey, D.A. Educational Center	7100 Northwest 17 Avenue	Miami	1000	E0295UST1
Dorsey, D.A. Educational Center	7100 Northwest 17 Avenue	Miami	1000	E0295UST2
Earlington Heights Elementary	4750 Northwest 22 Avenue	Miami	1000	E0052UST1
Emerson Elementary	8001 Southwest 36 Street	Miami	1000	E0054UST1
Emerson Elementary	8001 Southwest 36 Street	Miami	1000	E0054UST2
Everglades Elementary	8375 Southwest 16 Street	Miami	1000	E0056UST1
Filer, Henry H. Middle	531 West 29 Street	Hialeah	1000	E0215UST2
Franklin, Benjamin Elementary	13100 Northwest 12 Avenue	North Miami	1000	E0065UST1
Franklin, Benjamin Elementary	13100 Northwest 12 Avenue	North Miami	1000	E0065UST2
Hialeah Middle	6027 East 7 Avenue	Hialeah	1000	E0218UST1
Hibiscus Elementary	18701 Northwest 1 Avenue	Beach	1000	E0079UST1
Kensington Park Elementary	711 Northwest 30 Avenue	Miami	1000	E0090UST1
Lee, J.R.E. Youth Op.South	6521 Southwest 62 Avenue	South Miami	1000	E0097UST1
Marti, Jose Middle	5701 West 24 Avenue	Hialeah	2000	E0228UST1
Meadowlane Elementary	4280 West 8 Avenue	Hialeah	1000	E0109UST1
Merrick Educational Center	39 Zamora Avenue	Coral Gables	550	E0111UST1
Miami Douglas MacArthur North	13835 Northwest 97 Avenue	Hialeah	550	E0265UST1
Miami Palmetto Senior	7460 Southwest 118 Street	Miami	1000	E0272UST1
Miami Senior	2450 Southwest 1 Street	Miami	1000	E0273UST1
Miami Senior	2450 Southwest 1 Street	Miami	1000	E0273UST3
Miami Shores Elementary	10351 Northeast 5 Avenue	Miami Shores	1000	E0116UST1
Miami Shores Elementary	10351 Northeast 5 Avenue	Miami Shores	1000	E0116UST2
Miami Shores Elementary	10351 Northeast 5 Avenue	Miami Shores	1000	E0116UST3
Myrtle Grove Elementary	3125 Northwest 176 Street	Opa-Locka	1000	E0124UST1
Myrtle Grove Elementary	3125 Northwest 176 Street	Opa-Locka	1000	E0124UST2
Natural Bridge Elementary	1650 Northeast 141 Street	North Miami	1000	E0126UST1
North County Elementary	3250 Northwest 207 Street	Opa-Locka	550	E0130UST1
North Glade Elementary	5000 Northwest 177 Street	Opa-Locka	550	E0131UST1
North Miami Middle	13105 Northeast 7 Avenue	North Miami	1000	E0238UST1
North Twin Lakes Elementary	625 West 74 Place	Hialeah	1000	E0134UST1
Ojus Elementary	18600 West Dixie Highway	Ojus	500	E0137UST2
Palmetto Middle	7351 Southwest 128 Street	Miami	1000	E0240UST1
Pine Villa Elementary	21799 Southwest 117 Court	Goulds	1000	E0152UST1
Poinciana Park Elementary	6745 Northwest 23 Avenue	Miami	1000	E0153UST1
Rainbow Park Elementary	15355 Northwest 19 Avenue	Opa-Locka	1000	E0155UST1
Rockway Elementary	2790 Southwest 93 Court	Miami	1000	E0161UST1
Sabal Palm Elementary	17101 Northeast 7 Avenue	Beach	1000	E0164UST1
Scott Lake Elementary	1160 Northwest 175 Street	Opa-Locka	1000	E0166UST1

The School Board of Miami-Dade County, FL
Bid #035-DD07
Underground Petroleum Tank: Removal, Clean Up And Reporting
(Listing of underground fuel tanks)

Seminole Elementary	121 Southwest 78 Place	Miami	1000	E0167UST1
Southside Elementary	45 Southwest 13 Street	Miami	1000	E0181UST1
Sunset Elementary	5120 Southwest 72 Street	South Miami	500	E0184UST1
Sunset Elementary	5120 Southwest 72 Street	South Miami	500	E0184UST2
Tucker, F. S. Elementary	3500 Douglas Road	Miami	500	E0190UST1
West Little River Elementary	2450 Northwest 84 Street	Miami	1000	E0197UST1
Westview El.	2101 Northwest 127 Street	North Miami	1000	E0198UST1
Westview Middle	1901 Northwest 127 Street	North Miami	550	E0253UST1