

The School Board of Miami-Dade County, Florida
SCHOOL BOARD ADMINISTRATION BUILDING
Bureau of Procurement and Materials Management
1450 N.E. 2nd Avenue, Room 352
Miami, Fl. 33132

Direct All Inquiries To
Procurement Management -

FAX: (305) 523-2332
TDD PHONE: (305) 995-2400

BID ADDENDUM

Date: 11/25/03
Addendum No.3

BID TITLE: #035-DD07 – Underground Petroleum Storage Tank: Removal, Clean Up and Reporting

This addendum modifies the conditions of the above referenced bid as follows:

- 1- Revised Bidder Qualification Form indicating new opening date of December 9, 2003.
- 2- Revised Special Conditions 01, 05-d, 08 and 15, pages 1, 2, 3 and 4 of 6 revised and included with addendum.
- 3- Revised Proposal form item 14, page 2 of 4 revised and included with addendum.
- 4- Revised Technical Specification 1.01 C, 1.01 D2 and 1.01 F, page 4 of 13 revised and included with addendum.
- 5- Vendor Information Sheet included.
- 6- MCS Data Sheet included.

1. If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. **BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.**

I acknowledge receipt of Addendum Number 3

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF
BIDDER: _____

MAILING
ADDRESS: _____

CITY, STATE ZIP
CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX

BY: SIGNATURE
(Manual): _____

OF AUTHORIZED REPRESENTATIVE

NAME

(Typed): _____ TITLE: _____

OF AUTHORIZED REPRESENTATIVE

FM-4354 Rev. (07-98)

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.



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 December 9, 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

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 **January 31, 2006** 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.

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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 **or**
- 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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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, permits and **notifications**, as may be required **by the municipality**.

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

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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 **may** 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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Assigned Buyer: Lalo Arrien

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).

18-SITE VISITATION/INSPECTION

Prospective vendors are encouraged to make site visitations/inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The owner's representative, Mr. Don DeRyke (Phone #305-995-4091 or Cell Phone #786-229-5402 is available to answer questions regarding normal work load, average job size, problems, safety considerations, or other conditions unique to this school system. Site visitations are scheduled for November 20, 2003, 9:00 A.M meeting at North County Elementary, 3250 Northwest 207 Street, Opa-Locka, and will proceed in the order indicated below. This will be a one-time exercise only and bidders are encouraged to attend. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award:

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Assigned Buyer: Lalo Arrien

Special Conditions

Facility Alpha	Street Address	City	Zip Code
North County Elementary	3250 Northwest 207 Street	Opa-Locka	33055
North Glade Elementary	5000 Northwest 177 Street	Opa-Locka	33055
Blanton, Van E. Elementary	10327 Northwest 11 Avenue	Miami	33150
Poinciana Park Elementary	6745 Northwest 23 Avenue	Miami	33147
Brownsville Middle	4899 Northwest 24 Avenue	Miami	33142
Earlington Heights Elementary	4750 Northwest 22 Avenue	Miami	33142

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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

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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

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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,

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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. **When required**, the vendor must have a Quality Assurance Plan (QAP) approved by the Florida Department of Environmental Protection (FDEP).
- 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 or similar authority**-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, regulations **and required notifications** having

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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.

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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

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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

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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

August 1, 2003 Underground Petroleum Storage Tanks: Removal, Page 8 of 13 Revised
Clean-up and Reporting

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- 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.

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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.

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CLEAN-UP AND REPORTING**

- 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

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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 of 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.

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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.

Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

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

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

R

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for each **officer**, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

Bid #035-DD07

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		()	() 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				

Bid #035-DD07

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	
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 new fuel storage tank with sight fuel guage and fill box. (20' maximum pipe run)	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.				

Bid #035-DD07

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	
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				

Bid #035-DD07

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: 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)	100	Each				
GROUP II: FOR INFORMATION PURPOSES ONLY						
Items 32 through 35 shall not be considered in determining the 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				

**Underground Petroleum Storage Tanks: Removal Clean-up and Reporting
MCS DATA SHEET**

List five (5) remediation projects where you have completed a petroleum free product removal and disposal project to the satisfaction of a governmental regulatory agency.

Name of Project	Date of Project	Regulatory File Identification

List two (2) remediation projects where you have completed a site Assessment Report or contamination Assessment Report to the satisfaction of a regulatory agency

Name of Project	Date of Project	Regulatory File Identification