

MIAMI-DADE COUNTY PUBLIC SCHOOLS

Bid #037-KK11 – Fuel Storage Tanks and Monitoring Systems: Inspection, Repair, Replacement

SPECIFICATIONS

PART 1 GENERAL

1.00 SPECIAL CONDITIONS

1.01 SCOPE

A. Purpose:

The purpose and intent of this Term Bid is to secure firm prices and establish a term contract for the inspection, maintenance, repair and/or replacement of aboveground and underground fuel storage tanks and leak detection monitoring systems and for the periodic inspection, testing, cleaning and filtration of stored fuel at various facilities of Miami-Dade County Public Schools.

1. Fuel storage tanks and leak detection monitoring system maintenance and/or repair shall include but not necessarily be limited to:
 - a. Primary Tank
 - b. Day Tank
 - c. Fuel lines
 - d. Monitoring console and all attached probes and sensors
 - e. Junction boxes
 - f. Conduits
 - g. Sight gauge
 - h. Power wiring to primary power source and all intrinsically safe wiring.
 - i. Interstitial sensor
 - j. Tank probe and cap
 - k. All applicable system alarms, (i.e., overfill, leak, low level, etc.)
 - l. Sumps (if equipped)
 - m. Overfill and overfill protection
 - n. Permits if required

1.02 REFERENCES:

- A. Florida Building Code, Latest Edition
- B. Florida Administrative Code, Chapter 62-761 and Chapter 62-762.
- C. MDCPS - Master Specifications Guideline, Latest Revision
- D. NEC - National Electrical Code

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- E. UL - Underwriters Laboratories
- F. ETL - Testing Laboratories
- G. CSA - Canadian Standard Association
- H. NFPA 30 - Flammable and Combustible Liquids Codes

Note: Where conflicting specifications exist between the related documents, the more restrictive specification will prevail. Trade association general standards referred to in the related documents will be interpreted based on the most recent revision.

1.03 DEFINITIONS:

- A. **Owner:** Shall mean The School Board of Miami-Dade County, Florida, also referred to as Miami-Dade County Public Schools (MDCPS) or the Board.
- B. **MDCPS authorized representative:** Shall mean the individual/firm designated by the Owner to schedule, inspect and accept for payment, the work covered by this contract document.
- C. **Inspector:** Shall mean an authorized representative of Maintenance and Operations.
- D. **Vendor:** Refers to the person, firm or corporation authorized to do business in the State of Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.
- E. **Performance:** Shall mean to furnish all supervision, labor, materials, equipment, transportation and services required for completion of the work.
- F. **Acceptance:** Shall mean work that has been inspected and approved by MDCPS as being completed in accordance with contract documents.
- G. **Punch List:** Is a list of items, which have been identified as not acceptable in accordance with the contract documents at time of acceptance.
- H. **Emergency:** Shall mean such situations or circumstances as designated by the MDCPS authorized representative or designee.
- I. **Written Notice:** Shall mean delivery of Certified or Registered Letter, confirmed facsimile or e-mail to the vendor. Delivery of written notice to the last business address known shall constitute proper notice, if no individual can be contacted.

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1.04 JOB CONDITIONS:

A. General:

The vendor is responsible for providing all labor, material and equipment necessary to perform all work required under this contract and shall do so in a manner that is safe, efficient and environmentally acceptable.

B. Site inspection:

Prospective vendors are encouraged to make inspections of typical school sites to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The MDCPS authorized representative shall be available to answer questions regarding normal workload, average job size and special conditions. Failure to consider problems, safety considerations or other conditions unique to this school system shall not entitle the awarded vendor to additional compensation after bid award.

C. Emergency response:

Where an emergency situation is deemed to exist by the MDCPS authorized representative, the vendor will be required to respond on a verbal confirmation to proceed issued by Procurement Management Services. The response must result in the arrival of a work crew at the affected site within two (2) hours to take all necessary steps to resolve the emergency and to provide a safe environment for the occupants of the school and the general public in and around the area. Failure to respond in a timely manner to an emergency may result in a recommendation for termination of this award.

D. Priority proposal:

The vendor shall survey the project location and submit a proposal to the MDCPS authorized representative, within 48 hours after a Request for Proposal is issued by any means. Proposals shall include contract line items and items Not in Contract, with quantities, descriptions, unit prices and extension totals per item.

E. Regular or Standard proposal:

The vendor shall survey the project location and submit a proposal to the MDCPS authorized representative within seven (7) calendar days after a written Request for Proposal is issued. Proposals shall include contract line items and items Not in Contract, with quantities, descriptions, unit prices and extension totals per item.

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F. Termination and remedy:

1. MDCPS reserves the right to terminate, without cause, any work awarded under this contract, or to cancel this contract in its entirety, upon 30 days written notice to the vendor.
2. In the event that the vendor fails to perform any of the services in a satisfactory manner and in compliance with the terms and conditions of this contract, MDCPS shall issue a written notice to the vendor, listing such deficiencies, and establishing a specific time frame for correction. If correction(s) are not made as specified, MDCPS may declare the vendor in default of this contract.

G. Safety:

The vendor shall take all necessary steps to provide a safe work environment for the occupants of the school and the general public in and around the work area and while the work is being performed. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract. Any fines and/or penalties levied and/or imposed by any agency or individual of jurisdiction due to failure to comply with these requirements shall be borne solely by the vendor.

H. Interference:

The vendor shall perform all work with a minimum amount of disruption to the normal operation of the school facility.

I. Working day:

Normal working shall be between 7:00 a.m. to 11.00 p.m. Monday through Saturday. The vendor will communicate with the MDCPS authorized representative supervising the contract and the school site administrator to schedule specific projects during school hours.

J. Off Hours:

The vendor may be required to work during school off hours, recess periods, Board authorized holidays and legal holidays. Work performed during these periods will not entitle the vendor to overtime payment.

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K. Warranty:

All work performed by the vendor shall be warranted for a minimum period of one (1) year after final acceptance. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. All defective material, improper workmanship, and other substandard conditions documented by MDCPS within the warranty period shall be corrected by the vendor at no cost to the Board.

L. Performance period:

Individual purchase orders issued under this contract will have specific work performance time lines and completion dates. These time frames will be mutually agreeable and will be strictly adhered to. Failure on the part of the vendor to complete these individual projects within the established performance period may result in a recommendation for termination of this contract.

M. Inspection and Punchlist:

1. Progress Inspection:

At any time during the execution of projects or services performed under this contract, the MDCPS authorized representative may, without notice to the vendor, inspect the work. The vendor shall correct deficiencies noted within a time certain as established by the MDCPS authorized representative.

2. Final Inspection (if applicable):

Upon completion of the work, the vendor shall notify the MDCPS authorized representative, and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be effected within 30 days of the inspection, unless additional time is required and granted by the MDCPS authorized representative due to extenuating circumstances.

N. Notification

In the event of an accidental discharge of hazardous or non-hazardous materials resulting from the vendor's activities, the vendor shall immediately notify the MDCPS authorized representative, providing all the details of the discharge, and take all steps required by federal, state and local laws to immediately correct the situation.

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1.05 BIDDER QUALIFICATIONS AND REQUIREMENTS:

- A. The successful bidder shall be properly licensed to perform the work as herein described.
- B. The vendor shall provide a copy of its Pollutant Storage System Contractors License.
- C. Prior to award of this contract, the vendor shall provide a copy of its certification and/or registration for testing, maintenance and repair of fuel storage tanks and monitoring systems issued by the equipment manufacturer. (Precision Tank testing not included)
- D. Prior to award of this contract, the vendor shall provide two (2) letters of reference of similar work in size and scope performed within the South Florida area.
- E. Vendor shall assure that no use of any controlled substance including alcohol shall occur on MDCPS premises as outlined in Board rule 6GX13-4-1.05. A fine of \$500 will be assessed for the first time offense and termination of the contract for the second time offense.
- F. The vendor is required, and must have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County.
- G. The vendor shall maintain, or have immediate access to, all necessary repair parts, materials, test equipment, wiring diagrams, software, programming equipment and personnel with the necessary expertise needed to meet the requirements of this contract. The vendors, at their own expense, shall obtain parts in the **most expeditious manner available**, which will include but not be limited to overnight air shipping and/or special fast track ordering.

1.06 COORDINATION:

Vendor's Activities:

- 1. Upon arrival and departure at the job site, the vendor's personnel shall check in and out with the main office. The vendor shall also coordinate construction activities, including materials delivery as well as trash and/or scrap materials removal, with schools' administrative offices in order to minimize disruption of the educational process.
- 2. The vendor is responsible for receiving all deliveries and must establish work schedule accordingly.

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1.07 PRODUCTS

- A. All parts and materials provided under this agreement shall be new OEM parts, free from defects, suitable for the intended use and warranty for a minimum period of one year after acceptance of work by MDCPS. Use of non-OEM parts must be approved by MDCPS authorized representative in writing prior to installation.

- B. All non-OEM parts and/or assemblies deemed non-reparable or defective shall be replaced with parts or assemblies that are OEM approved. Replacement of all components shall be with other components of equal or better quality as determined and accepted by the MDCPS authorized representative. All electrical materials and parts shall bear the approval symbol or name of underwriter’s laboratories, Inc., the Canadian Standard Association or the ETL Testing Laboratories.

- C. Parts Cost:
 - 1. Parts shall be billed at actual invoice cost to the vendor plus a percentage markup, which shall be entered on the appropriate line on the Bid Proposal Form.
 - 2. Any delay due to unavailability of parts shall be reported immediately to the MDCPS authorized representative.

1.08 REPORTS

- 1. Vendor shall provide M-DCPS Regulatory Compliance with a written summary report of the vendor’s activities, every two weeks. M-DCPS reserves the right to modify the format and content of this report at any time during the course of the bid.

- 2. Vendor shall provide two copies of each site’s inspection report. One copy shall remain at the site in a location to be designated by M-DCPS Regulatory Compliance. The remaining copy shall be faxed or e-mailed to M-DCPS Regulatory Compliance within five (5) working days of the day of the inspection.

1.09 EXECUTION

- A. Site Inspections:
 - 1. All inspections shall be conducted in compliance with FDEP, DERM and/or any other code enforcement agency having jurisdiction and the Original Equipment Manufacturer (OEM) recommendations.

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2. Vendor shall provide comments and/or recommendations to the MDCPS Authorized Representative regarding violations and/or deficiencies found at the conclusion of initial inspection. The vendor shall after checking equipment, immediately notify MDCPS authorized representative if equipment repair will exceed 60% of the actual equipment retail value.

If equipment being serviced by vendor is found to be irreparable, the vendor shall certify in its service report the reasons for that determination.

- B. It is required that each of the regulated fuel storage tanks and leak detection monitoring systems be serviced once a year. The initial schedule for such service shall be established by MDCPS, and shall be provided to the vendor within 15 days of award of this bid. The vendor is to follow manufacturer specifications for the service, repair, or replacement of parts and/or equipment of the fuel storage tanks and monitoring systems. All inspections and services provided by the vendor shall be performed following very strictly all the FDEP and DERM requirements and the Original Equipment Manufacturer (OEM) recommendations.

Vendor is to inspect, service and repair all the fuel storage tanks and monitoring systems for Miami-Dade County Public Schools, including but not limited to the following:

- a. Veeder-Root
UST/AST Monitoring Systems
 - b. Pneumercator:
 1. Model, LDE-700,
 2. Model, LS600/LC1000,
 3. Model E-700-1
 4. Model LS600 LD
 - c. Or MDCPS Approved Equivalent
2. Annually, or as required by the MDCPS authorized representative, the vendor is to inspect/test/service and/or repair the following fuel storage tanks and monitoring systems components, including but not limited to:
 - a. Primary Tank
 - b. Day Tank
 - c. Fuel lines
 - d. Monitoring console and all attached probes and sensors
 - e. Junction boxes
 - f. Conduits

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- g. Sight gauge
- h. Power wiring to primary power source and all intrinsically safe wiring.
- i. Interstitial sensor
- j. Tank probe and cap
- k. All applicable system alarms, (i.e., overfill, leak, low level, etc.)
- l. Sumps (if equipped)
- m. Overfill and overfill protection
- n. Permits if required

1.10 FUEL TREATMENT, SAMPLING AND FILTRATION:

A. Approved Fuel Treatments:

- 1. Hammonds Biobor JF
- 2. MDCPS approved equivalent

B. Fuel Sampling:

- 1. As directed by the MDCPS authorized representative, the vendor shall sample fuel in each identified tank. Two samples shall be obtained: the first shall be a bottom sample: the second sample shall be obtained by agitation of the tanks' contents to insure distribution of contaminants and sediment within the sample. The second sample shall then be centrifuged to separate water and contaminants from the fuel. The vendor shall provide all samples with a written report delivered by any means to the MDCPS authorized representative within three working days of having conducted the sample. Should the sample indicate that filtration or tank cleaning is not required, the vendor shall treat the fuel as directed by the MDCPS authorized representative with approved fuel stabilization additives. All such inspections shall be conducted in compliance with DERM and/or any other agency having jurisdiction. Samples shall be retained by the vendor, and shall be surrendered upon request of the MDCPS authorized representative.
- 2. Vendor shall provide comments and/or recommendation to MDCPS authorized representative regarding further fuel filtration and or tank cleaning with the sample and report.

C. Fuel Treatment/Filtration

The objective is to reduce, minimize, and/or eliminate water, algae, bacteria, sediment, rust particles, dirt, sludge, scale, debris, and any other contaminants

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from the fuel storage tank, day tank and the fuel. As required by the MDCPS authorized representative, the vendor is to treat contaminated fuel and remove and dispose of contaminants by pump, vacuum, or filtering as directed.

1. Prior to the filtration process, fuel shall be treated with Biobor or an approved equivalent. At the time the Biobor is added to the contents of the tank, the vendor shall use an air powered pump to agitate the fuel for a minimum of ten (10) minutes to loosen contaminants clinging to the walls of the tank, stir up sediment on the tank bottom and to properly mix the Biobor with the fuel. After 48 hours, the settled contaminants shall be pumped, or vacuumed from the tank bottom.
2. After 48 hours have passed, the filtration process will be performed, if deemed necessary. The filtration process shall result in meeting or exceeding the ASTM water amount standard (0.05%); and removing over 90% of contaminants contained in the fuel storage tank and the fuel. Bottom samples shall be taken intermittently during the job in order to monitor filtration and insure positive results. Fuel shall be filtered utilizing a diesel filter of 5 microns.
3. Upon completion of each job, the vendor will submit a written inspection report and a final bottom sample to verify the cleaning of the fuel. This report shall be submitted within three working days.
4. The vendor will be responsible for the containment, storage, transportation and proper disposal of all hazardous and/or non-hazardous materials and by-products resulting from the work required in this bid, and shall do so in accordance with all applicable federal, state, and local regulations.
5. The vendor shall submit the final completed manifest for the disposal of all hazardous and/or non-hazardous materials and by-products resulting from the work required in this bid. The vendor shall complete and provide waste manifests in accordance with all applicable local, state and federal laws for all shipments of waste materials upon receipt of purchase order and initiation of shipment. All storage of materials during shipment to an approved disposal facility shall be limited to permitted transfer, storage or disposal facilities. The vendor will provide documentation verifying safe arrival of each shipment and correct materials shipped. The vendor will provide to the MDCPS authorized representative a certificate of disposal for all waste materials shipped.
6. The vendor will prepare the shipping manifest(s) in accordance with all federal, state and local regulations. When required, the vendor will prepare necessary waste profile sheets for MDCPS review and signatures. Manifests must include correct gallons or drums for removal and disposal.

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It is the responsibility of the vendor(s) to ensure that the manifests are properly and accurately completed, and that a copy of the manifest, signed by the receiving facility is returned to MDCPS within the time period prescribed by law.

7. Upon completion of fuel filtering activities, vendor shall test proper operation of equipment (generator, boiler, etc) for a minimum period of 15 minutes. Upon satisfactory completion of test, equipment shall be returned to its standby state, and the MDCPS representative shall be notified of the completion of vendor's activities and satisfactory equipment test.

1.11 TANK REPLACEMENT:

When necessary, tank replacement shall be accomplished by securing quotes from all vendors qualified to perform such work under this bid. This work shall be performed on a case-by-case basis using the following procedure.

- A. When notified in writing via facsimile, letter or other documented method, the vendor shall meet with the M-DCPS authorized representative at the project site and receive a scope of work. Unless otherwise specified, the vendor shall be required to participate in this site scope meeting within two working days of notification. Vendors failing to attend the scope meeting will not be permitted to quote. Vendors failing to attend three (3) scope meetings will no longer be eligible to quote on future projects.
- B. Proposal
The vendors shall, within five working days of the Project Site Scope Meeting, submit a detailed proposal to the M-DCPS authorized representative. This proposal shall address all items identified in the scope of work provided by the M-DCPS authorized representative and shall also contain the time frame for project completion as mutually agreed upon during the Project Site Scope Meeting.
- C. The proposer submitting the lowest cost meeting specifications shall be awarded the project.

1.12 NON-EXCLUSIVITY:

MDCPS reserves the right 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.

1.12 SUFFERANCE:

- A. 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.

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- B. 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.

1.13 PROTECTION AND CLEANUP:

- A. The vendor shall conform to all applicable FDEP, DERM, 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 MDCPS property is protected from contamination, damage and/or defacement resulting from the vendor's activities. The vendor, at the vendor's sole expense, shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the MDCPS authorized representative.
- 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 laws codes and ordinances.
- C. Vendor, its employees and/or assigns shall not use MDCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without permission prior to commencement of project from the MDCPS authorized representative.
- D. MDCPS is not responsible for lost or stolen tools, equipment, materials or supplies.
- E. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.
- F. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances, shall be borne solely by the vendor.
- G. Exercise of any provision of this section does not preclude the Board from pursuing remedies available through law, rule or any other provision of this contract.

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1.14 INVOICING:

- A. The invoice document shall contain, as a minimum, the following information:
 - 1. MDCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
 - 2. Line items of work performed with quantities, descriptions, unit prices and extension totals per line item.
 - 3. "Not in Contract" work performed showing quantities, descriptions, unit prices and extended totals per item.
 - 4. Start and completion time and date(s) of work performed.
 - 5. Work location where services were provided.
 - 6. Final release of lien, and/or consent of surety, from any subcontractor or supplier, if applicable.
 - 7. Final release of claim from the vendor.

- B. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials. MDCPS will not pay for any travel time, including but not limited to travel to or from the work site or to obtain parts.

- C. Invoices shall be mailed or delivered to the appropriate MDCPS authorized representative as identified on the purchase order.

----- END OF SPECIFICATIONS -----