

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

COMPLETE USING  
TYPEWRITER  
OR  
BALL-POINT PEN  
ONLY.

1450 Northeast Second Avenue  
Miami, Florida 33132



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

BUYER NAMED:  
R. Tyndall

PHONE: (305) 995-4195

TDD PHONE (305) 895-2400

### BIDDER QUALIFICATION FORM

BID NO. 043-DD02 BID TITLE Sanitation and Cleaning Supply Program  
BIDS WILL BE ACCEPTED UNTIL 2:00 PM ON 1/15/04 IN ROOM 351,  
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE  
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO  
BIDDERS, para.IV.B.)

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

**I. A. BIDDER CERTIFICATION AND IDENTIFICATION.** (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

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

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

**II. INDEMNIFICATION**

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

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

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

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

**PLEASE TYPE OR PRINT BELOW**

LEGAL NAME OF VENDOR : \_\_\_\_\_

MAILING ADDRESS : \_\_\_\_\_

CITY, STATE, ZIP CODE : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) : \_\_\_\_\_ DATE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : \_\_\_\_\_ TITLE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

# INSTRUCTIONS TO BIDDERS

## 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](http://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**

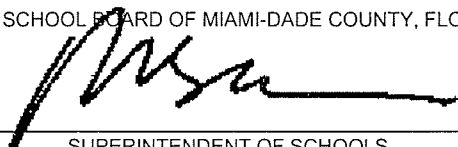
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are 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

CONSIDERED  
M1-1/00

## 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# 043-DD02

### INDEMNIFICATION

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

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original 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 \$500,000 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 \$1,000,000 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 regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

# Vendor Information Sheet



**1A.**

\_\_\_\_\_  
Federal Employer Identification Number

Or

\_\_\_\_\_  
Owner's Social Security Number

**1B.**

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**2. Telephone/Fax/Contact Person**

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
E-mail address

R

**3. Ownership Disclosure**

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 043-DD02	BUYER R. Tyndall	PAGE SC 1
TITLE SANITATION AND CLEANING SUPPLY PROGRAM		

**SPECIAL CONDITIONS**

1. **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. The term of the bid shall be for two years from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools and the awardee, be extended for one additional two year period 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 awardee, prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
  
2. **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 available current data, and include an additional ten percent to cover unanticipated increases in requirements.
  
3. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
  
4. **LIST OF PRODUCTS:** Bidders are required to submit with their bid a list of the products used in their sanitation program.
  
5. **SAMPLES:** Bidders submitting alternate products to the approved brands are required to submit samples of the products used in their sanitation program. Bidders must submit samples no later than 4:00 PM on the bid opening date to:

Miami-Dade County Public Schools  
 Materials Testing and Evaluation  
 7040 West Flagler Street  
 Miami, Florida 33144  
 Telephone Number: (786) 275-0775

**VENDORS BIDDING PREVIOUSLY APPROVED PRODUCTS AS LISTED ON THE BID ARE NOT REQUIRED TO SUBMIT SAMPLES FOR TESTING.**



## MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 043-DD02	BUYER R. Tyndall	PAGE SC 2
TITLE SANITATION AND CLEANING SUPPLY PROGRAM		

**SPECIAL CONDITIONS CONTINUED**

6. **PRE-BID CONFERENCE:** A pre-bid conference will be held at 10:00 AM on January 9, 2004 at the Department of Food and Nutrition located at 7042 West Flagler Street, Miami, Florida 33144. Pre-bid conference attendance by the bidder or their qualified representative is requested to ensure bid compliance, but is not mandatory.
7. **EXCEPTIONS TO THE SPECIFICATIONS:** For purposes of bid evaluation, bidders must indicate any variances to the specifications, no matter how slight. If variations are not stated in the bid proposal, it shall be construed that the bid fully complies with the specifications. The School Board of Miami-Dade County, Florida reserves the right to reject these variations if they, individually or in whole, do not meet the standards established in the specifications.
8. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments could be grounds for termination. Vendor may not be recommended for bid extensions, as a result of such violations
9. **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. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

Mr. Robert Tyndall, Supervisor  
Procurement Management  
Fax #305-523-2215  
E-mail: [rtyndall@dadeschools.net](mailto:rtyndall@dadeschools.net)

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

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

BID 043-DD02	BUYER R. Tyndall	PAGE SC 3
TITLE SANITATION AND CLEANING SUPPLY PROGRAM		

### SPECIAL CONDITIONS CONTINUED

10. **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.
11. **ERASURES AND CORRECTIONS:** When filling out the Bid Proposal Form, bidders are requested to use typewriter or black ballpoint pen.
1. Use of pencil is prohibited.
  2. Do not erase or use correction fluid to correct an error.
  3. All changes must be crossed out and initialed in ink.
- Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

The School Board of Miami-Dade County, Florida  
 Bid #043-DD02  
 SANITATION AND CLEANING SUPPLY PROGRAM

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid #043-DD02
Title: SANITATION AND CLEANING SUPPLY PROGRAM
Buyer: R. TYNDALL

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	EST. QTY	UNIT	PRICE PER UNIT	PRODUCTS & NUMBERS
1	To provide sanitation services and cleaning supply program for approximately 331 sites on a per meal basis in accordance with the attached specifications. (Sites and meals may increase as requirements for new schools are added)	111,416,188	meal	\$ _____ per meal	Anti-bacterial hand soap:  All purpose cleaner:  Degreaser:  Sanitizer:  Pot and pan detergent:  Germicidal detergent:  Laundry detergent:  Skin/hand protection cream/lotion:  Protective barrier cream:  Other:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
BID #043-DD02

**SPECIFICATIONS**  
**Sanitation and Cleaning Supply Program**

The purpose of this bid will be to provide an all inclusive complete food service sanitation system, which will consist of but not be limited to the following components.

- ◆ All cleaning products needed to maintain consistently superior sanitation in the food service area.
- ◆ Training and site assistance to all staff. Continuous training. On-site trouble shooting.
- ◆ Color-coded system of products, materials and charts in relation to material safety, handling and mixing.
- ◆ Support documentation such as, posters computerized service reports, color charts, notebooks, MSD sheets, spray bottles, gloves, scrapers, package openers and employee notebooks explaining program, training video's.
- ◆ Direct delivery to school site with "monthly" (20 working day rotation) inventory control and re-supply.

**BID DETAILS AND SPECIFICATIONS**

Cleaning Product/Materials Specifications

The vendor will provide the following detergents and hand care products as specified below.

1. **Anti-bacterial liquid hand soap.**  
Product must be an anti-bacterial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must prevent excessive swelling of the skin. Must maintain the skin's natural protective acid mantle which serves to protect it from bacterial or fungal infection. Must be packaged in ready to use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. Product will be unscented or lightly scented. **Stockhausen-Esterol FH brand or equal.**
2. **All purpose cleaner (for floor and spray applications)**  
To be used with manual and/or machine cleaning methods. To be a low sudsing, easy to rinse detergent. Product to be biodegradable. Product shall make a clear, soluble solution

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
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which leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must dilute in hard or soft water. Chemical composition: concentrated liquid blend of organic detergent, solvent, water conditioners and alkaline builders. Pleasant scent. Must be portion packed in easy to handle packaging. **Sfs Pac 10 or Sanitech Systems Cleaning Genie Sani Clean, or equal.**

3. **Multi-purpose degreaser (for floors and any non-food surface)**

To be used for heavy duty cleaning, de-greasing and stripping. Product to be biodegradable. Must dilute in hard or soft water. Chemical composition: maximum concentrate detergent with solvents and water conditioners. Must be portion packed in easy to handle packaging. **Sfs Pac 30 or Sanitech Systems Cleaning Genie Sani D or equal.**

4. **Sanitizer (quaternary solution-no bleach)**

Concentrated liquid blend of quaternary ammonium compounds. Product to be biodegradable. Must be EPA registered and EPA registration must be on the label. Sanitizer must dilute in hard or soft water. Chemical composition: blend of mixed liquid quaternary ammonium chlorides. Must be portion packed in easy to handle packaging. **Sfs Pac 17 or Sanitech Systems Cleaning Genie Sanitizer or equal.**

5. **Pot and pan detergent**

Product to be a concentrated liquid blend of detergents, solvents and water conditioning agents. Product to be odorless. Product must dilute with hard or soft water and be biodegradable. Product to leave no film or residue and shall not stain or discolor when used at recommended proportions. Must be portion packed in easy to handle packaging. **Sfs Pac 15 or Sanitech Systems Cleaning Genie Pot and Pan Detergent or equal.**

6. **Germicidal detergent (for cleaning) (SEE NOTE)**

To be a concentrated liquid quaternary ammonium compound or equally effective compound appropriate for housekeeping procedures which do not involve the clean up of blood or other infectious materials and comply with the Florida Department of Education State Board of Education Rules, Chapter 1, Section 1.2 – Definitions and Chapter 5, Section 5.5 – Existing Facilities. To clean all surfaces including those that are resilient. To rid odors by removing odor forming bacteria. To leave no masking or cover up odor. To be biodegradable. Product must dilute with hard or soft water. Must be portion packed in easy to handle packaging. **Sfs Pac 20, or Sanitech System Cleaning Genie Sanigerm Concentrate or equal.**

**Note:** The Florida Department of Education State Board of Education Rules indicates that toilet rooms, food service areas, showers, locker rooms, and clinics shall be cleaned and sanitized daily using an appropriate germicidal or bacteriostatic cleaner. The rules further

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define a germicidal cleaner as a cleaning product containing a neutral detergent and a germicide (either a phenolic or quaternary ammonium type) agent that destroys micro organisms (bacteria, viruses and fungi). The phenolic or quaternary ammonium type germicide shall be effective against the following organisms in the presence of five percent (5%) blood serum and water hardness of four hundred (400 ppm) or higher: Salmonella choleraesuis; Staphylococcus aureus; Pseudomonas aeruginosa; Trichophyton mentagrophytes; and Mycobacterium tuberculosis [use environmental protection agency (EPA) registered tuberculocidal disinfectant only].

The State Board of Education Rules further indicate that the use of unregistered quaternary ammonium compounds are appropriate for housekeeping procedures which do not include the clean up of blood or other potentially infectious materials.

Since the germicidal detergent provided by the contractor awarded the bid for Sanitation Services will not be required to comply with the State Board of Education definition for a germicidal detergent, it shall only be authorized for use in housekeeping procedures which do not include the clean up of blood or other potentially infectious materials. The Miami-Dade County Public School System currently purchases and stocks in the Stores and Distribution Center an appropriate germicidal detergent that will be required to be used in a sanitation program requiring the clean up of blood or other potentially infectious material.

7. Liquid laundry detergent

The product shall be an industrial-strength, liquid detergent with builders for enhanced removal of stains and soils. It shall not cause the colors of colored laundry to run. The pH of a 1.0% solution (V/V) shall be between 7.6 and 10.5. The non-volatile matter after 3.0 hours at 105 degrees C shall be a minimum 30.0. The surface tension of a 0.2 % solution (V/V) shall not exceed 40 dynes/cm. The tag closed cup (TCC) flash point shall exceed 100 degrees F. The alcohol insolubles shall not exceed 2.25% when run by ASTM method D-1568. When approximately 0.6 grams of the liquid detergent is mixed with 250 milliliters of 300 p.p.m. synthetic hard water, heated to 60 C, cooled; no precipitate shall develop as per federal specification PD 245E. Must be packed in easy to handle containers or portion packed. Each container shall be labeled with manufacture name, product brand name, instructions for use and any precautionary instructions needed. **Dynamo, Pecks 500888 Pivot, Saniwash, or equal.**

8. Skin Protection Cream/Lotion.

Product must be only slightly oily, silicone-free skin care lotion, which spreads easily, works well into skin and leaves no residual fat layer. Product must break the dry skin cycle and restore the skin's natural moisturizing properties. Must be suitable for the face and all parts

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of the body it may come in contact with. Product must be white or clear, silicone-free of the water-in-oil emulsion type. Must be slightly scented or unscented. Must be packaged in ready to use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. **Stockhausen-Stoko brand or equal.**

9. **Protective Barrier Cream**

Product to be a water repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly or unscented, fatty, silicone free cream of the water in oil emulsion type. Product to have a pH of approximately 6 to 7. Vendor must provide documentation of test results as proof of claims. Product to be packed in individual portion packets or easy to use tubes. **North 201 barrier cream, Stockhausen Taktosan Barrier Cream or equal.**

The above listed products are to be packaged as indicated. Product must be easily opened. Package labeling must exhibit clear directions in English and Spanish. Specific proportions must be listed regarding the product mixing with water under normal usage. Products must dilute instantly in hot or cold water, soft or hard water. Products shall make a solution that leaves no film or residue and shall not stain or discolor equipment when used in the recommended use and proportions. All products will have a neutral or non-toxic odor. Products must be biodegradable, non-toxic and safe for use around food service preparation, serving, storage and dining areas.

**Vendor Service Requirements/Specifications**

- ◆ Initial ongoing site-based sanitation and safety in-service training. In-service visits every two weeks during initial training period or as needed and or requested by site manager. Initial training period should be for a period that is not less than one-month and/or until 80% of staff is knowledgeable of program and can properly administer it according to directions.
- ◆ Computerized service reports after each visit, sent to specified Miami-Dade County food service administrator/manager. Reports will include date and time spent at each site and a brief description of the training and services provided. Report will also have signature of staff who was present during inspection.
- ◆ Implementation of complete program to each school site will be completed within (30) thirty working days of bid award and vendor will provide sufficient service personnel to coordinate complete implementation of program.
- ◆ Vendor will provide direct delivery to each school site of product, materials, etc.
- ◆ Vendor representative will ensure all necessary Material Safety Data Sheets for all products

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are posted in each school site in accordance with OSHA's Hazardous Communications Act. Vendor representative will ensure all mixing/usage cards, charts and other instructional materials are posted throughout the food service area.

- ◆ All charts, posters, instructional materials, support materials, bottles, containers, etc. will be in English and Spanish. All equipment will also be labeled with instructions in the before-mentioned languages.
- ◆ Vendor will agree to a 48-hour response time to any location with re-supply needs or technical needs.
- ◆ Vendor will provide service times that will be dictated by the Department of Food and Nutrition.
- ◆ Vendor will provide at each site a signed receipt of the amount of each item that is delivered to the school site on each service visit. One copy will be left at the school site and one copy will be mailed to the Department of Food and Nutrition along with the monthly invoice to the Department of Food and Nutrition, attention Facilities Planning/Sanitation Coordinator.

**Materials/Ancillary Products Vendor to Provide**

- ◆ Vendor will provide MSD sheets, temperature logs, cleaning procedures for product, charts, posters and any training materials pertinent to employee training and follow-up. Adhesive or method to secure posters etc. at each site must be provided.
- ◆ Vendor will provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site.
- ◆ Vendor will provide pack cutters, sanitizer test kits, oven scrapers, spray bottles, dispensing equipment, protective gloves and goggles as needed, including re-supply throughout the program but not to exceed (6) six of each type per school year. After the (6) six have been expended, then it is the decision of the vendor to provide additional quantities at no additional cost.
- ◆ Vendor will ensure all bottles, containers, dispensing equipment has the capability to be labeled if not already labeled.
- ◆ Vendor will provide (10) ten Spanish and (10) ten English training videos, which will



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include all the facets of the program to the Department of Food and Nutrition to be used for continuous training and retraining of staff and new employees. Vendor will have (60) sixty working days from Board approval to provide the training videos. These videos will not replace the personalized training provided by the service personnel.

- ◆ The amounts of support materials for each site will be determined by the Department of Food and Nutrition and vendor before start of service/program.
- ◆ Vendor to provide procedure and reference manual covering the mixing, use and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools and task list.
- ◆ Vendor to provide after the implementation period (30 working days), a detailed schedule of service call times and dates for each site for the entire bid period. These will be sent by the vendor to each site and a copy sent to the Department of Food and Nutrition, attention Facilities Planning/Sanitation Coordinator.
- ◆ Vendor will provide a staff recognition and motivation program tied into the monthly site visits. Recognition will be on a monthly and yearly basis. The details will be determined by the Department of Food and Nutrition and the vendor. The recipient will receive a plaque and a sizeable trophy to be displayed at the school site. This program must be in place (40) forty days from award date unless otherwise directed by the Department of Food and Nutrition.
- ◆ All the “said materials”, i.e. charts, booklets, videos, support material etc. must be submitted to the Department of Food and Nutrition, Facilities Planning/Sanitation Coordinator at the same time of bid submission for review and qualification.

**Bidding and Billing Requirements**

- ◆ The vendor will bid on the per meal (breakfast and lunch) cost. The Department of Food and Nutrition will provide a list of school sites and the meals served to the vendor(s) bidding. The cost per meal will not be increased during the term of the bid.
- ◆ Billing will be done monthly. Monthly invoices will be sent to designated administrator at the Department of Food and Nutrition. Invoicing will be done by figuring the total annual cost divided by ten equal installments with the first invoice sent after completion of (20) twenty working days of the service contract. Nine more invoices will follow monthly until total cost is paid.

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- ◆ Service will also be continued for all sites “opened” for summer school. Service will be continuous for sites that have year-round school sessions.
- ◆ Vendor will have capacity to forward all signed service reports to designated food service administrator if requested.
- ◆ Costs quoted are to be f.o.b. destination, freight prepaid to any and all locations in the district. Quotes should not include city, state sales and federal excise tax.
- ◆ This contract can be extended at the discretion and consensus of both parties for a maximum of one two-year extension, provided that the cost per meal is the same and that the Department of Food and Nutrition will provide an updated total list of meals served and school sites to be serviced.
- ◆ Vendor must provide a minimum of (3) three written references (with contact person and phone number included) from school districts or colleges or learning centers where the vendor currently has the program in use. Each reference must be from a different school district, college, or learning center.
- ◆ Vendor shall be sole contractor and shall fulfill all items and requirements of the proposal.
- ◆ When there is a new contractor, old contractors will be responsible for removal of all materials, containers, dispensing equipment, etc. within (10) ten working days from the last day of the previous contract period. After this ten day period, it will not be the responsibility of the school site, Food and Nutrition department or district to keep these items and or store for the previous contractor.

# State Requirements for Educational Facilities 1999

A Two-Volume Document

- Volume I - Process and Rule
- Volume II - Building Code

Educational Facilities



Florida Department of  
Education

STATE OF FLORIDA

## PREFACE

This revised document has been updated to include recent legislative changes and to provide a transition to the upcoming statewide building code. This *State Requirements for Educational Facilities* (SREF) is written for a multiplicity of users; from the superintendents of the small school districts who manage all of the programs, including facilities, to the many people involved in multiple aspects of facilities programs in the large school districts, as well as those in the private sector.

SREF is generally organized by sequence of steps required in the facilities procurement process and covers general definitions, property acquisition/disposal, finance, lease and lease-purchase, historic buildings, program development, professional services, inspection services, design standards, and inspection standards.

Requirements applicable to educational facilities are written in standard type. *Language in blue italics, which includes "shall," "must," "is," "are," or "required" are a reflection of statute, references from federal, building, fire or other codes, or reiteration of previously required sections of SREF applicable to the subject. Language in italics, which includes "may," "optional," "should," and "recommended" are recommendations, suggestions, and good practices provided for the new facilities administrator or the consultant unfamiliar with statutes, federal laws, building codes, fire codes, or other regulations applicable to public facilities construction programs.*

### Major Format Revision for 1999:

This 1999 edition of SREF is written in two volumes. Sections 5.1, 5.2, 5.3 and 5.4 of SREF 1997 have been moved to Volume Two, which will ultimately be included in the statewide building code, proposed to take effect in January 2001.

- (42) **Fire Wall** - A four- (4) hour fire resistance rated wall, having protective openings, which extends continuously from the foundation through the roof for a distance of three (3) feet above the roof.
- (43) **FISH** - Florida Inventory of School Houses. The numbering system used by the Department of Education for parcels, buildings, and rooms in public educational facilities. Not applicable to community college inventory system.
- (44) **Germicidal Cleaner** - A cleaning product containing a neutral detergent and a germicide (either a phenolic or quaternary ammonium type) agent that destroys microorganisms (bacteria, viruses and some fungi). The phenolic or quaternary ammonium type germicide shall be effective against the following organisms in the presence of five percent (5%) blood serum and water hardness of four hundred (400) ppm or higher: *Salmonella choleraesuis*; *Staphylococcus aureus*; *Pseudomonas aeruginosa*; *Trichophyton mentagrophytes*; and, *Mycobacterium tuberculosis* [use Environmental Protection Agency (EPA) registered tuberculocidal disinfectants only].
- (45) **Historical Resource** - Any prehistoric site or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the State.
- (46) **Impact or Service Availability Fees** - A fee, user charge, or assessment imposed by a municipality or other governmental agency for: the privilege of connecting to a system for which there is no immediate specific requirement for a capital improvement, expansion, or installation at the utility source necessitated by the connections; or an assessment imposed on board-owned property for the installation of a contiguous utility line; or an intangible service which does not have a clearly established cost.
- (47) **Impervious Material** - Any smooth, nonabsorbent, and durable material, including waterproof grout, permanently resistant to corrosion or the effects of water, normal cleaning materials, and natural or artificial chemicals generally associated with toilet rooms, shower rooms, and food preparation areas. Such products as seamless epoxy quartz flooring, special epoxy coatings, ceramic tile, and quarry tile are acceptable as impervious materials.
- (48) **Inspection** - An on-site review of a facility or site as required by Chapter 235, F.S., and by these State Requirements.
- (49) **Instructional Space** - Any student capacity bearing space used primarily by students.
- (50) **Interior Finish** - Materials permanently affixed to the interior building structure.
- (51) **LCCA** - Life-Cycle Cost Analysis.
- (52) **Long-Range Planning** - A systematic method whereby educational information and needs are carefully analyzed to provide facilities to meet the goals and objectives of the educational agency.
- (53) **Low-Energy Usage Features** - Engineering features or devices which supplant or minimize the consumption of fossil fuels.
- (54) **Maintenance and Repair** - The upkeep of educational and ancillary plants including, but not limited to, roof or roofing replacement short of complete replacement of membrane or structure; repainting of interior or exterior surfaces; resurfacing of floors; repair or replacement of glass and hardware; repair or replacement of electrical and plumbing fixtures; repair of furniture and equipment; replacement of system equipment with equivalent items meeting current code requirements providing that the equipment does

- a. The inspection report shall be approved by the board, which should forward one (1) copy of the completed inspection report to the person in charge of the facility and retain one (1) copy for its files. Each building of each facility should be accounted for on the inspection form.
  - b. Inspection reports shall be available for public review.
  - c. The board shall maintain with each yearly inspection report a list of corrected deficiencies from the prior fiscal year report.
- (b) **Other Agencies.** Additional state and local agencies are authorized to inspect educational and ancillary facilities. Such agencies will require compliance with their rules and regulations. In the case of conflicting requirements, the more or most stringent shall apply, except that a specific requirement in the UBC applicable to the same condition shall prevail.
- (c) **Existing BOR and D&B Facilities.** Existing BOR and D&B facilities are excluded from these State Requirements.
- (d) **Maintenance and Operations of Existing Educational Facilities.** Existing educational facilities housing pre-K through grade twelve (12), auxiliary, vocational facilities, community colleges, and ancillary facilities shall comply with this section for maintenance and operation of existing educational facilities. Maintenance and operations activities shall be in compliance with the appropriate sections of these standards, building codes, SBC, NFPA 101 and other NFPA codes for existing educational facilities, OSHA, and other applicable state and federal laws, codes, and regulations.
- (e) **Board Policies.** The board's policies and procedures for maintenance, safety, casualty, sanitation and housekeeping shall provide for program organization, financing, fiscal control, staffing, scheduling of work and evaluation, including the following:
1. A time table, priority listing, and funding for the correction of deficiencies found during the annual comprehensive safety inspection.
  2. Communicable disease control programs in accordance with rules in DOH Chapter 64D-3 (formerly HRS Chapter 10D-3), F.A.C.
  3. Provide work areas free from recognized hazards and conduct employee safety and health programs to comply with 29 CFR 1910 parts D through Z (OSHA).
  4. Pest management programs in accordance with the EPA's Integrated Pest Management in Schools guidelines. Reference *Pest Control in the School Environment: Adapting Integrated Pest Management* (EPA Document 735-F-93-012, August 1993).
  5. Compliance with all appropriate EPA and DEP hazardous waste regulations.
  6. Occupied facilities shall be cleaned and serviced in accordance with an established schedule and prescribed methods.
    - a. Student-occupied areas, including interior places of assembly, classrooms and corridors, and all other areas designed for occupancy by more than two (2) persons, shall be cleaned daily. Administrative and faculty offices designed for single or double occupancy shall be cleaned at least once per week.
    - b. Toilet rooms, food service areas, shower and locker rooms, and clinics shall be cleaned and sanitized daily using an appropriate germicidal or bacteriostatic cleaner.
    - c. Floor drains shall be sanitized and water flushed at least once per day.
    - d. Trash and waste containers shall be provided in all areas, sufficient in number, to handle the daily accumulation of trash. Containers shall be emptied daily and such trash stored in bins

- a. Mechanical equipment rooms and air-handler rooms are free of any type of storage.
  - b. Air-handling equipment (air-conditioning and heating) immediately and safely shuts down upon activation of the building fire alarm system by any manual or automatic station; and smoke detection devices installed in the supply and return systems of air handling equipment operate reliably in case of smoke in any part of the air stream. [EXCEPTION: Air-conditioning equipment (cooling and heating) serving a single student-occupied space of a capacity of less than fifty (50), including any related adjunct office, storeroom, or individual toilet room, need not be shut down upon activation of the building fire alarm system by any manual or automatic station. EXCEPTION: Smoke detection devices need not be installed in supply and return systems of air handling equipment (cooling and heating) serving a single student-occupied space of a capacity of less than fifty (50), including any related adjunct office, storeroom, or individual toilet room.]
  - c. Electric heaters used for supplementary heating in toilet rooms, storage rooms, offices, etc., have heating elements protected.
  - d. Through-wall and window-type air-conditioning units are maintained in a safe and secure condition at all times.
6. Cooling towers conform to the following:
- a. Towers with combustible interior or exterior construction installed over mechanical buildings have fire sprinkler systems maintained in an operational condition at all times.
  - b. Towers located on the ground and in areas not otherwise fenced are enclosed by a fence which is maintained in a safe and secure condition at all times.
  - c. Open spaces or areas between the base of the tower and ground or roof of the building upon which it is located are screened to prevent the accumulation of combustible waste material under the tower and to prevent use of such space or area under the tower for storage of combustible materials.
7. Walkway and building roofs are free of mechanical system piping (fluid system) and ducts (air system) unless written permission from the authority having jurisdiction to do otherwise is on file in the administrator's office.
8. Mechanical systems connected to an energy management system (EMS), programmable time clock, setback thermostat, heat recovery equipment, or equivalent which will reduce energy consumption during off-scheduled hours, nights, or weekend operation function properly. The energy conservation device is maintained in an operable condition at all times or a program is in place to install one of these devices.
- (b) **Plumbing.** Every educational facility is provided with toilet and hand washing facilities for all occupants.
1. Toilet facilities are maintained in a satisfactory state of repair at all times.
  2. Toilet facilities are cleaned, sanitized and serviced as follows: (OSHA requires the use of an EPA-registered tuberculocidal disinfectant to clean up blood or other potentially infectious materials. The use of unregistered quaternary ammonium compounds is appropriate for housekeeping procedures which do not involve the clean up of blood or other potentially infectious materials.)
    - a. Water closets, urinals, lavatories, faucets, flush valves, dispensers, partitions, lower half of walls, and floors are cleaned at least once per day with a germicidal or bacteriostatic cleaner, and the facility is maintained in a clean and sanitary condition at all times.
    - b. Water closet seats are free of any acidic bowl cleaner or other substance which may be hazardous to the occupants.