



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

**BIDDER QUALIFICATION FORM**

**BID NO.** 046-HH12

**BID TITLE** Underground Petroleum Storage Tanks: Removal,  
Clean-up and Reporting

Direct all inquiries to Procurement Management Services.

BUYER NAME:  
H. Eschbach

E-MAIL ADDRESS: Eschbachh@dadeschools.net

PHONE: (305) 995-1358

FAX NUMBER: 305-523-3361

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on February 5, 2008 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

**I. BIDDER CERTIFICATION AND IDENTIFICATION**

- A. 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.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 8Gx13-3F-1.025)

**II. INDEMNIFICATION**

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

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

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

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

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

**Legal Name of Vendor** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**By: Signature (Original)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name (Typed or Printed)**

**Of Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

## DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

## 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 and 2 of the bid.

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

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** 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. Bids** must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

**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 posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be 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. 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.** The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**D.** Formal, written 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. 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.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

**B. NOTIFICATION OF INTENDED ACTION** will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

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

#### D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

**E. 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 Section VI. F.

**F. 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.

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

#### VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

##### 1. Awards Greater than \$500,000

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

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

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

##### 2. Awards of \$500,000 or Less

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

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

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

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

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

#### **VIII. SAMPLES**

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

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

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

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

**D.** Samples should be delivered to the following address:

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

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

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

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

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

#### **IX. SUBSTITUTIONS**

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

#### **X. PACKAGING**

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

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) Of Item(S) Contained
4. Item Number(S) With Quantity(ies)

#### **XI. PURCHASES BY OTHER PUBLIC AGENCIES**

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

#### **XII. RECYCLING REQUIREMENTS**

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

#### **XIII. ENVIRONMENTAL PRODUCTS**

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

#### **XIV. DELIVERY AND BILLING**

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

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

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

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

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

#### **XV. NO GRATUITY POLICY**

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

#### **XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

**A.** All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(f) and

Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

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

**XVIII. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the

employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**XIX. COMPLIANCE WITH SCHOOL CODE**

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

**XX. CHARTER SCHOOLS**

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

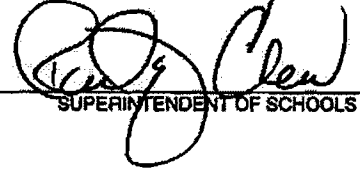
**XXI. CONFLICT OF INTEREST**

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

**XXII. PUBLIC RECORDS LAW**

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

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FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFFIX  
POSTAGE  
HERE

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

BID NO.: 046-HH12  
BID TITLE: Underground Petroleum Storage Tanks: Removal,  
BID OPENING DATE: February 5, 2008

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

NOTICE OF PROSPECTIVE BIDDERS

**NO BID**

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

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

**Our company does not handle this type of product/service.**

**We cannot meet the specifications nor provide an alternate equal product.**

**Our company is simply not interested in bidding at this time.**

**OTHER, (Please specify)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

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



# Vendor Information Sheet



**1A.** \_\_\_\_\_  
Federal Employer Identification Number

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

**1B.** \_\_\_\_\_  
Name of Firm, Individual(s), Partners or Corporation

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

\_\_\_\_\_  
City State Zip Code

## 2. Telephone/Fax/Contact Person

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

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

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

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

## 3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

**Miami-Dade County Public Schools**  
**SWORN STATEMENT - NEW CONTRACTS**

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

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

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl  
(Hereinafter "Board" or "School Board") by \_\_\_\_\_

\_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a \_\_\_\_\_ (eg. a private bus  
Type of entity  
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

\_\_\_\_\_  
Initials

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

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

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public -State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

\_\_\_\_\_  
Initials

FORM9-1/98

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid #046-HH12

### INDEMNIFICATION

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

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Environmental Impairment Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with the either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1500 Biscayne Boulevard, Suite 127  
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries regarding these requirements should be directed to Ms. La-Chane Clark at 305- 995-7133.

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

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

**PART 1 GENERAL**

**1.00 SUMMARY**

**A. Purpose**

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

**B. Working Day**

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

**C. Site Inspection**

1. The vendor shall be fully acquainted and familiarized with general site conditions, as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate to fully understand the facilities, difficulties, and restrictions attending the execution of the work. The vendor shall also thoroughly examine and be familiar with all the specifications and references herein.
2. Failure or omission of the vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and become acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

relieve the vendor of any obligation to perform as specified herein. Failure to address site conditions shall not entitle the vendor to additional compensation after a notice to commence and a purchase order is issued.

**D. Emergency Response**

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

**E. Inspections, Punch List, and Regulatory Submittals**

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

**2. Progress Inspection**

During the execution of projects performed under this contract, the M-DCPS authorized representative will regularly inspect the work for quality of materials and/or installation. The vendor shall correct deficiencies noted within a time certain as established by the M-DCPS authorized representative.

**3. Final Inspection**

Upon completion of the work, the vendor shall notify the M-DCPS authorized representative, and a final inspection shall be scheduled. Deficiencies noted shall be documented and remedy shall be effected within 10 days of the inspection, unless additional time is required and granted by the M-DCPS authorized representative.



Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING

4. Stoppage of work

M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS authorized representative or the Inspector;

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

5. Regulatory Submittals

Upon completion of tank removal and/or associated site assessment activities the vendor will provide the M-DCPS Regulatory Compliance Department with one unbound "Draft" copy of the appropriate regulatory submittal for our review prior to submittal to the appropriate regulatory agency. These comments will then be provided to the vendor within two weeks of receipt for inclusion in the final report. Upon approval of such report, the vendor will then provide our department with three (3) final copies of such report for distribution. The M-DCPS shall maintain one copy for our records and will be responsible for distributing the remaining two copies to the appropriate regulatory agency.

On non-petroleum program sites, it is the vendor's responsibility for the funding and subsequent payment of any such required regulatory review fees. For clarifications, it is understood the Miami-Dade County Department of Environmental Resources Management does not charge review for petroleum-related UST work.

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

**F. Subcontracting**

Subcontracting is permitted under this contract. At time of bid, the vendor shall submit a list of subcontractors pursuant to these specifications. M-DCPS reserves the right to reject any subcontractor as determined to be in the best interest of the district. Rejection of any subcontractor by M-DCPS shall not entitle the vendor to additional compensation. The vendor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. M-DCPS shall not be responsible for resolution of disputes between the vendor and any subcontractor.

**G. Communication**

Unless otherwise specified, all communications, including but not limited to identification of the scope of work, instructions, permissions, proposals, quotes, and any clarifications thereof, between M-DCPS and the vendor shall be in writing.

**1.01 VENDOR QUALIFICATIONS AND REQUIREMENTS**

- A. At the time of the bid opening, and throughout the term of the contract, the successful bidders must be qualified and properly licensed to perform the scope of the work described herein. The vendor or vendor's team is required to have a Pollutant Storage System Specialty Contractors License and Florida-licensed Professional Engineer and/or Professional Geologist Licenses. Copies of the appropriate licenses shall be submitted with the bid.
- B. The successful vendor must be familiar with the revised Florida Department of Environmental Protection Standard Operating Procedures (DEP-SOP-001/01) and Bureau of Storage Tank Operating Procedures PCS-005 (BPSS Variances FS 2200, and subsequent revisions to perform work under this bid.
- C. Prior to award of the bid, the vendor must identify and provide regulatory documentation that current personnel of the firm have satisfactorily implemented at least five (5) underground storage tank closure projects inclusive of permitting and the submittal of DERM-approved Tank Closure Assessment Reports (TCARs). Acceptable regulatory documentation would consist of the attachment of copies of the Miami-Dade County Department of Environmental Resources Management (DERM) TCAR approval letters as issued by the DERM Pollution Control Division upon successful completion of a tank closure. TCAR approval letters from Broward County would also be deemed acceptable.

Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING

- D. The vendor shall provide regulatory documentation that the firm has satisfactorily completed at least two Site Assessment investigations, including the submittal of regulatory-approved Site Assessment Reports (SAR) to the satisfaction of DERM. As noted before, please provide copies of applicable DERM Pollution Control Division approval letters.
- E. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- F. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- G. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board rule 6GX13-4-1.05. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.
- H. Vendor shall insure that all of its personnel, subcontractors and subcontractors' personnel, engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of such qualifications.
- I. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- J. The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS to be performed under this term bid.

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

**1.02 REFERENCES**

- A. Florida Building Code (FBC), and associated codes and standards referenced therein. Latest Edition
- B. Chapters 62-160, 62-770 and 62-777 of the Florida Administrative Code.
- C. Miami-Dade County Public Schools Master Specifications Guidelines Sections:
  - 1. 02072 Removals
  - 2. 02200 Earthwork
  - 3. 02221 Excavation, Backfilling and Compaction for Utilities
  - 4. Other Master Specifications Guidelines as applicable to the project scope.

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

- D. Miami-Dade County Code, Chapter 24

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

**1.03 DEFINITIONS**

- A. Owner

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

- B. Site Representative

Shall mean the senior administrator or designee at the facility where services are being provided.

- C. M-DCPS authorized representative

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

Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING

D. Inspector

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

E. Vendor

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

F. Performance

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

G. Substantial Completion

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

H. Punch List

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

I. Final Acceptance

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

J. Emergency

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

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

**K. Written Notice**

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

**L. RCD**

M-DCPS Regulatory Compliance Department

**M. DERM**

Miami-Dade County Department of Environmental Resource Management

**N. SAR**

Site Assessment Report

**O. SRR**

Source Removal Report

**P. TCAR**

Tank Closure Assessment Report

**Q. FDEP**

Florida Department of Environmental Protection

**1.04 PERMITS/LICENSES/FEEES**

- A. The tank closure and/or site assessment work will be accomplished under the auspices of the Miami-Dade County Department of Environmental Resources Management (DERM), which has been granted such authorization from the FDEP. The vendor shall be responsible for performing all such site activities in accordance with the directives of these agencies. The vendor is responsible for providing a minimum of 48-hour regulatory notification of proposed site activities and for

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

obtaining all necessary regulatory tank closure/abandonment permits prior to commencement of work.

- B. The vendor shall obtain and be responsible for the costs for all licenses; inspection and disposal fees required for this contract and shall comply with all laws, ordinances, regulations and code requirements applicable to the work contained herein. Damages, penalties and/or fines imposed on M-DCPS or the vendor for failure to obtain required licenses, permits or fees shall be borne by the vendor.

**PART 2 EXECUTION**

**2.00 PROJECT SITE MEETING**

- A. When notified in writing via facsimile, letter or other documented method, approved vendors shall meet with the M-DCPS authorized representative at the project site and develop a scope of work. Unless otherwise specified, the vendor shall be required to participate in this meeting within two working days of notification.
- B. The vendors shall submit a detailed proposal using appropriate line items from the Bid Proposal Form to the M-DCPS authorized representative within five working days of the site meeting.

**2.01 PROJECT EXECUTION**

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

Upon the receipt of a directive from M-DCPS RCD, the vendor will respond immediately (within 24 hours) to initiate the removal of any free product or

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

contaminated soil in order to minimize the hazard of explosion or fire and preventing further contamination of adjacent soil and groundwater. Product recovery and disposal shall be performed in accordance with the latest applicable state or local code or rule.

**D. Reports**

1. Upon completion of tank removal and/or associated site assessment activities the vendor will provide the M-DCPS Regulatory Compliance Department with one unbound "Draft" copy of the appropriate regulatory submittal for our review prior to submittal to the appropriate regulatory agency. These comments will then be provided to the vendor within two weeks of receipt for inclusion in the final report. Upon approval of such report, the vendor will then provide our department with three (3) final copies of such report for distribution. The M-DCPS shall maintain one copy for our records and will be responsible for distributing the remaining two copies to the appropriate regulatory agency.
2. Vendor shall submit complete and correct reports, which meet all requirements of the regulations. Disapproval by M-DCPS RCD or any agency for deficiencies shall not entitle the vendor to additional time and/or compensation.
3. The vendor shall submit to M-DCPS RCD, monthly progress reports detailing the status of each project.

E The vendor shall complete each assigned task within the timeframe established by either the Florida Department of Environmental Protection or the DERM. If the timeframe cannot be met, the vendor shall obtain an extension in writing from the appropriate agency and forward a copy to M-DCPS RCD.

F. All laboratory work shall be conducted by a laboratory accredited by the National Environmental Laboratory Accreditation Program (NELAP).

**PART 3 PROTECTION AND CLEANUP**

A. The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The



**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

vendor shall also insure that M-DCPS property, utilities and infrastructure are protected from damage and defacement resulting from the vendor's activities. Any such damage shall be corrected by the vendor at the vendor's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.

- B. It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable rules, regulations, laws, codes and ordinances.
- C. Vendor, its employees and /or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without permission prior to commencement of project from the M-DCPS authorized representative.
- D. Vendor's materials, equipment and tools, which are not in use, shall be stored in a secured location supplied by the vendor.
- E. M-DCPS is not responsible for loss of tools, equipment or supplies.
- F. Site shall be left in a neat and clean condition upon completion of work.
- G. Vendor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
- H. Vendor shall not impede or interfere with the normal function of the facility, its occupants or its programs.

**PART 4 TERMINATION AND REMEDY**

- A. M-DCPS reserves the right to terminate this contract in its entirety, upon 30 days written notice to the vendor.
- 2. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract and default the vendor if material or procedures are used other than those specified.
- 3. In the event that the vendor fails to perform any of the services in a satisfactory, timely manner and in compliance with the terms and conditions of this contract,

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

M-DCPS shall issue a written notice to the vendor, listing such deficiencies and establishing a specific time frame for correction. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice to the vendor, accomplish the work in any manner it chooses, with all direct and indirect costs of such work being borne by the vendor.

- D. Any fines and/or penalties levied by any jurisdiction against the owner, which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable regulations, rules, statutes, codes and/or ordinances, shall be borne solely by the vendor.
- E. Exercise of any provision of this section does not preclude the District from pursuing remedies available through law, rule or any other provision of this contract.
- F. Failure by MDCPS to invoke of any of its rights under this contract shall not constitute a waiver of these rights nor prevent their exercise.
- G. Exercise of any sanction provided for in this contract shall not preclude the District from pursuing remedies available through law, rule or any other provision of this contract.

**PART 5 NON-EXCLUSIVITY**

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

**PART 6 INVOICING**

- A. The invoice document shall contain, as a minimum, the following information, as appropriate:
  - 1. M-DCPS's Purchase Order Number (P.O.# and Release #, when appropriate).
  - 2. Scope of work performed.
  - 3. Line items, unit prices, quantities and extension totals.
  - 4. Start and completion time and date(s) of work performed.

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

5. Work location where services were provided.
  6. When applicable, the vendor shall provide a copy of the properly executed Hazardous Waste Manifest, signed by the disposal facility.
  7. Final release of claim from the vendor.
  8. Written warranty, when applicable.
- B. Payment will only be made for actual work performed, which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient shall be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.
- C. Invoices shall be mailed or delivered to the M-DCPS authorized representative as identified in the item description of the purchase order.
- D. The acceptance of final payment shall constitute a waiver of all claims by the vendor except those previously made in writing and unresolved at the time of final invoicing.

**PART 7 WARRANTY**

1. The vendor shall warrant the work and shall remedy any defects due to faulty workmanship for a minimum of one (1) year from the date of final acceptance.
2. This warranty shall be provided to the Board, in writing, at time of final invoicing.
3. Vendor shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. Upon written notice, the vendor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice.

**Bid #046-HH12 -UNDERGROUND PETROLEUM STORAGE TANKS: REMOVAL, CLEAN-UP AND REPORTING**

4. Neither the final payment nor any provision in the contract documents shall relieve the vendor of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law.

Bid Number: 046-HH12

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

Assigned Buyer: Harry Eschbach

## **Special Conditions**

### **01-PURPOSE**

The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of the items listed, for two (2) years from Date of award and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the successful bidder(s), be extended for three (3) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the successful bidder, prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful bidder(s) agrees to this condition by signing its bid.

### **02-AWARD**

The award of this contract may be made to a primary and one alternate contractor, based on the lowest responsive responsible contractor meeting specifications. In the event that the primary or alternate contractor is unable to perform, M-DCPS reserves the right to obtain written quotations itemizing all requirements, and assign to other contractors not awarded this bid. If, during the term of this contract, additional services not listed in this bid are required as a result of emergencies, special projects, safety related concerns, or any other unforeseen situations, M-DCPS reserves the right to obtain written quotations itemizing all requirements, and assign to other contractors not awarded this bid.

### **03-RESPONSE TIME**

The awarded contractor(s) shall respond to a request for an Initial Remedial Action (IRA) immediately (within 24 hours) upon receiving a directive from the M-DCPS Regulatory Compliance Department (RCD). This response is to initiate the removal of any free product or contaminated soil. Product recovery will be in accordance with Chapter 62-770.300 F.A.C. or the latest applicable state or local code or rule.

Bid Number: 046-HH12

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

Assigned Buyer: Harry Eschbach

### **Special Conditions**

#### **04-COMPLETION DATES**

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

#### **05-ASSIGNMENT**

The successful vendor(s) shall not assign, transfer, pledge, or hypothecate any portion of the awarded contract, to firms or entities not detailed within their initial proposal submittal without prior written notification and consent of M-DCPS.

#### **06-INSURANCE REQUIREMENTS**

Successful vendor(s) are required to have insurance coverage as specified in the indemnity and insurance form(s), attached hereto and made part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

#### **07-ESTIMATED QUANTITIES**

The estimated quantities provided in the bid proposal are for M-DCPS bid evaluation purposes only. It is anticipated that between ten (10) to fifteen (15) underground storage tanks will need to be removed within the first or second year of this contract. The exact quantity will be based upon operational considerations at the time. No guarantee is expressed or implied, as to quantity of work that will be made available 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.

Bid Number: 046-IHH12

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

Assigned Buyer: Harry Eschbach

### **Special Conditions**

#### **08-CONE OF SILENCE**

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

Mr. Harry Eschbach, Buyer  
Procurement Management  
Fax #305-523-3361  
E-mail: [eschbachh@dadeschools.net](mailto:eschbachh@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. 2<sup>nd</sup> Avenue, Room 268B  
Miami, Florida 33132  
Fax #305-995-1448  
E-mail: [martinez@dadeschools.net](mailto:martinez@dadeschools.net)

#### **09-BID ADDENDUMS**

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

#### **10-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.

Bid Number: 046-HH12

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

Assigned Buyer: Harry Eschbach

### **Special Conditions**

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

### **12-ERASURES OR CORRECTIONS**

When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

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

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

### **13-SITE VISITATION/INSPECTION**

Prospective vendors are encouraged to make site visitations/inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to familiarize themselves with the unique environment where the work is to take place in order to establish work procedures that minimize disruption of the school day. Attention should be made to the presence of potential auxiliary utilities located within the UST areas. The owner's representative Mr. Greg Mohr, P.G. (305-995-7994) or (786-402-3079) may be contacted between 7:00 a.m. and 3:15 p.m. Monday through Friday for questions regarding site access and logistics. A tentative list of USTs that may be remaining for closure is provided as the next page of this document.



Bid Number: 046-HH12

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

Assigned Buyer: Harry Eschbach

POTENTIAL EXISTING UNDERGROUND STORAGE TANKS					
	MAIL	FACILITY	ADDRESS	SCOPE	TANK SIZE
1	6981	Westview Mdl	1901 NW 127th St, Miami	Remove UST	1,000
2	1561	Earlington Heights El	4750 NW 22nd Ave, Miami		1,000
3	0801	Citrus Grove El	2121 NW 5th St, Miami		1,000
4	6231	Hialeah Middle	6027 East 7th Ave, Hialeah		1,000
5	7461	Miami Senior	2450 SW 1st St, Miami		1,000
6					1,000
7	3861	N. Glade El	5000 NW 177th St, Opa-Locka		550
8	6121	Ruben Dario Mdl	350 NW 97th Ave, Miami		4,000
9	4541	Rainbow Pk El	15355 NW 19th Ave, Opa Locka		1,000
10	0401	Van E. Blanton El	10327 NW 11th Ave, Miami		1,000
11	1681	LC Evans	1895 NW 75th St, Miami		550
12	7254	*Miami MacArthur North Sr.	13835 NW 97th Ave, Miami		*280
13					*280
14					*550
15	4881	Scott Lake El	1160 NW 175th St, Miami		1,000

\*Miami MacArthur North Sr. - USTs are double-walled FRP and were utilized for waste oil and paint room floor drain waste disposal purposes.

Bid #046-HH12

**UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING**

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
Provide labor, materials, and equipment necessary to perform an Initial Remedial Action (IRA), Source Removal (SR), UST Removal, Tank Closure Assessment Report (TCAR), and Site Assessment Reports (SAR) in accordance with Florida Administrative Code FAC Chapters 62-160, 62-770, 62-777 and Miami-Dade County Chapter 24-44. The USTs to be removed under this contract primarily contained heating oil and are typically exempt from the formal FAC Chapter 62-761 Tank Closure Assessment requirements. DERM has concurred with this understanding for removal of USTs, where the water table can be exposed during closure. If a UST is to be abandoned in-place formal tank closure activities in accordance with the April 1998 FDEP Storage Tank System Closure Assessment Requirements must be performed.				
<b>Items 1 through 43 to be awarded on a total low bid basis. Vendor must bid all items. M-DCPS expects implementation of a majority of the line items, but no guarantee is expressed or implied.</b>				
1. Minimum truck mobilization charge and operator time to provide a vacuum tanker truck for free product skimming or petroleum-impacted groundwater recovery activities, <u>(unit rate per hour, but assume a minimum of at least two hours onsite)</u>	8	Per Hour		
2. Provide a unit rate per gallon for disposal of petroleum-impacted groundwater and/or associated free product.	6,000	Gallon		
3. Indicate credit to M-DCPS for removal of virgin gasoline or heating oil from USTs/ASTs being taken out of service.	1,500	Gallon		
4. Provide the removal and proper disposal of non-hazardous petroleum sludge, including cost of the 55-gallon drum.	16	55 Gal. Drum		
5. Mobilization of combination backhoe and operator for a half-day of soil excavation and backfilling activities (approximately 20 tons).	1	Half Day		
6. Transportation and disposal of non-hazardous petroleum soil per ton, (assume 15 tons minimum/site and disposal by Rinker Materials)	15	Per Ton		
7. Furnish and compaction of clean quarry fill material for a limited soil source removal excavation, (assume 15 tons minimum/site and compaction by the excavation equipment)	15	Per Ton		

**The School Board of Miami-Dade County, FL**

Page 2 of 8

**Bid #046-HH12**

**UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING**

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
8. Provide a lump sum fee for permitting, <u>excavation</u> , tank cutting, decontamination, and disposal of an FDEP heating oil exempt ~550 gallon underground fuel storage tank and associated product piping. The water table must be exposed for DERM inspection upon tank removal. Task includes backfilling open excavation upon completion of DERM inspection. Soil samples must be screened with an OVA during removal and product line soil borings must be performed every 20 feet, where applicable. Assume one soil boring per site. No wells are to be installed during this task. Note: Limited closure report costs to be covered separately in Line Item 37.	5	Each		
9. Provide a lump sum fee for permitting, <u>excavation</u> , tank cutting, decontamination, and disposal of an FDEP heating oil exempt ~1,000 gallon underground fuel storage tank and associated product piping. The water table must be exposed for DERM inspection upon tank removal. Task includes backfilling open excavation upon completion of DERM inspection. Soil samples must be screened with an OVA during removal and product line soil borings must be performed every 20 feet, where applicable. Assume one soil boring per site. No wells are to be installed during this task. Note: Limited closure report costs to be covered separately in Line Item 37.	9	Each		
10. Provide a lump sum fee for permitting, <u>excavation</u> , tank cutting, decontamination, and disposal of an FDEP heating oil exempt 4,000 gallon underground fuel storage tank and associated product piping. The water table must be exposed for DERM inspection upon tank removal. Task includes backfilling excavation upon completion of DERM inspection. Soil samples must be screened with an OVA during removal and product line soil borings must be performed every 20 feet, where applicable. Assume one soil boring per site. No wells are to be installed during this task. Note: Limited closure report costs to be covered separately in Line Item 37.	1	Each		

Bid #046-HH12

# UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
11. Provide a lump sum fee for DERM permitting, <u>abandonment</u> , tank cutting, decontamination, and <u>concrete-slurry filling</u> of an FDEP heating oil exempt ~550 gallon underground fuel storage tank and removal/capping of associated product piping. Surficial soil samples must be screened with an OVA during excavation and product line soil borings must be performed every 20 feet, where applicable. Assume one soil boring per site. Note: Formal FDEP Closure Assessment costs to be covered separately in Line Item 42.	1	Each		
12. Provide a lump sum fee for DERM permitting, <u>abandonment</u> , tank cutting, decontamination, and <u>concrete-slurry filling</u> of an FDEP heating oil exempt ~1000 gallon underground fuel storage tank and removal/capping of associated product piping. Surficial soil samples must be screened with an OVA during excavation and product line soil borings must be performed every 20 feet, where applicable. Assume one soil boring per site. Note: Formal FDEP Closure Assessment costs to be covered separately in Line Item 42.	1	Each		
13. Provide a lump sum fee for DERM permitting, <u>abandonment</u> , tank cutting, decontamination, and <u>concrete-slurry filling</u> of an FDEP heating oil exempt ~4,000 gallon underground fuel storage tank and removal/capping of associated product piping. Surficial soil samples must be screened with an OVA during excavation and product line soil borings must be performed every 20 feet, where applicable. Assume one soil boring per site. Note: Formal FDEP Closure Assessment costs to be covered separately in Line Item 43.	1	Each		
14. Provide a lump sum fee for the disposal of a 275-gallon single-walled aboveground temporary skid tank. M-DCPS will arrange to have fuel removed from tank, vendor is to inert, cut, decontaminate and remove and dispose of AST and associated product piping from the site.	20	Each		
15. For preceding tank closures: removal/disposal of existing sod surface and replacement with new sod for an approximate 10' x 12' area (120 square feet). Assume a minimum of 120 square feet, per site.	1,200	Per Square Foot		

Bid #046-HH12

# UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
16. For preceding tank closures: removal and disposal of existing asphalt surface and replacement with a 2-inch asphalt lift underlain by a 6-inch lift of machine-compacted limerock. Assume a minimum saw-cut area of 10-feet x 15-feet (150 square feet).	600	Per Square Foot		
17. For preceding tank closures: removal and disposal of existing concrete surface and replacement with a 4-inch rebar reinforced concrete slab underlain by a 6-inch lift of machine-compacted limerock. Assume a minimum saw cut area of 10-feet x 15-feet (150 square feet).	150	Per Square Foot		
18. Provide and install a properly vented and spill-bucket equipped 275 gallon-skidded single-walled fuel storage tank with sight fuel gauge. Skid tank is to be piped from the top utilizing properly secured rigid black-iron piping. Assume skid tank will be located no more than 10-feet from service boiler/generator.	4	Each		
19. Groundwater sample collection from shallow monitoring well in accordance with DEP-SOP-001/01 and Bureau of Storage Tank Standard Operating Procedures PCS-005 (BPSS Variances FS 2200) and subsequent revisions. Turbidity must be <20 NTUs.	50	Per Well		
20. Monitoring well casing elevation survey (6 wells) to an assumed relative benchmark elevation (not NGVD). Elevation survey includes collection of depth to water measurement for up to 6 monitoring wells. Top of casing elevation location mark to be permanently notched in north side of PVC well casing. (This item is to be conducted once per site assessment)	2	Each		
21. Provide laboratory analysis of groundwater samples for:				
A. VOHs EPA 8021	6	Each		
B. VOAs EPA 8021	15	Each		
C. PAHs EPA 8310	35	Each		
D. VOAs, PAHs, & TRPH	45	Set		
E. 1,2 dibromoethane (EDB)	6	Each		
F. TRPH by FL-PRO	35	Each		
G. Lead	6	Each		
22. Provide laboratory analysis of soil samples for:				
A. VOAs EPA 8021/8260	2	Each		
B. PAHs EPA 8310/8270	25	Each		
C. TRPH by FL-PRO	15	Each		

Bid #046-HH12

**UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING**

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
C. TRPH by FL-PRO	15	Each		
D. VOAs, PAHs & TRPH	40	Set		
E. Total Lead	12	Each		
F. TPH Speciation by MADEP Method	2	Each		
G. SPLP PAHs	2	Each		
23. Underground utility markouts for tank removal/abandonment and/or small site assessment. Sunshine One-Call & whiteline excavation/assessment area.	25	Each		
24. Performance of a 1/4-mile private and 1/2-mile municipal well survey for Site Assessment Report purposes (HRS & SFWMD Files).	1	Each		
25. Advance one 4'-8' split spoon soil boring to the water table, including post-hole dig to 3' BLS. Includes OVA screening and physical collection of soil laboratory samples, if necessary. Soil boring log or soil geology table submittal required.	40	Each		
26. Advance one 10'-14' split spoon soil boring to the water table, including post-hole dig to 3' BLS. Includes OVA screening and physical collection of soil laboratory samples, if necessary. Soil boring log or soil geology table submittal required.	20	Each		
27. Advance one limited access "Tripod Rig" soil boring to a depth of 8', including post-hole dig to 3' BLS. Includes OVA screening and physical collection of soil laboratory samples, if necessary. Soil boring log or soil geology table submittal required.	2	Each		
28. Install and develop a permanent shallow monitoring well up to 15' deep, 2-inch diameter casing. Post-hole dig to 3' BLS. New Florida Department of Health permit application and \$50.00 application fee to be included (see attachment). Provide well construction log.	25	Each		
29. Install and develop a permanent shallow monitoring well 15' to 20' deep, 2-inch diameter casing. Post-hole dig to 3' BLS. New Florida Department of Health permit application and \$50.00 application fee to be included. Provide well construction log.	2	Each		



## Bid #046-HH12

**UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING**

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
30. Install and develop one limited access "Tripod Rig" shallow monitoring well to a depth of approximately 15 feet, 2-inch diameter casing. Post-hole dig to 3' BLS. New Florida Department of Health permit application and \$50.00 application fee to be included. Provide well construction log.	1	Each		
31. Install and develop a single-cased 40' deep monitoring well 2-inch diameter casing. Deep well to consist of 35' of solid casing and 5' feet of wellscreen. Post-hole dig to 3' BLS. New Florida Department of Health permit application and \$50.00 application fee to be included. Provide well construction log.	1	Each		
32. Containment and disposal of a labeled 55-gallon drum of non-hazardous soil cuttings generated during monitoring well and/or soil boring installations. Unit rate includes empty drum cost. Waste characterization analyses cost provided separately in Line Item 41.	2	Per Drum		
33. Abandonment of shallow monitoring well in accordance with new Florida Department of Health permit procedures (\$50.00 application fee to be included). Concrete well pad and vault are to be removed completely from landscaped areas, otherwise well vault is to be cemented flush in previously paved areas.	20	Each		
34. Preparation and submittal of a limited Soil Source Removal Report to satisfy DERM requirements. The excavation limit should be determined prior to field excavation activities through the collection of soil boring soil confirmation samples. These data are then to be forwarded to DERM informally for approval prior to excavation implementation. Soil boring, analytical, excavation, and disposal fees to be based on the subsequently established unit rates of this contract. Distribution: M-DCPS one draft copy, then DERM two final copies, M-DCPS one final copy.	2	Each		

Bid #046-HH12

**UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING**

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
35. Preparation and submittal of an FDEP-approvable six-well or less Site Assessment Report (SAR). PE/PG sealed reports are to include well construction logs, scaled site maps, concentration gradient, and groundwater flow direction maps. Reports are to include cumulative water table elevation and chemical concentration tables specifying MDL detection limits. Hydraulic conductivity determination and 1/4-mile potable water well surveys are not required in this submittal. Distribution: M-DCPS one draft copy, then DERM two final copies, M-DCPS one final copy.	2	Each		
36. Preparation and submittal of SAR Addendum (SARA) report to address DERM comments for the preceding SAR submittal. Additional (SB/MW installation &) sampling would be charged at established unit rates. Distribution: M-DCPS one draft copy, then DERM two final copies, M-DCPS one final copy.	1	Each		
37. Preparation and submittal of a limited FDEP-Exempt Tank Closure Assessment Report (TCAR) to satisfy internal Miami-Dade County DERM heating-oil tank closure requirements. Assume all USTs are buried individually. Distribution: M-DCPS one draft copy, then DERM two final copies, M-DCPS one final copy. This line item is to be combined with tank removal cost provided in Line Items 8, 9, or 10.	12	Each		
38. Preparation and submittal of TCAR Addendum (TCARA) report to address DERM comments for the preceding limited FDEP-Exempt TCAR submittal. Additional SB/MW installations and sampling would be charged at established unit rates. Distribution: M-DCPS one draft copy, then DERM two final copies, M-DCPS one final copy.	3	Each		
39. Preparation and submittal of an FDEP-approvable Natural Attenuation Monitoring Plan (NAMP) Report ( <u>price only one quarter, but assume at least two quarters of monitoring will be required</u> ). PE/PG sealed reports are to include concentration gradient maps and groundwater flow direction maps. Including cumulative water table elevation and chemical concentration tables specifying MDL detection limits. Distribution: M-DCPS one draft copy, then DERM two final copies, M-DCPS one final copy.	16	Per Quarterly Report		



Bid #046-HH12

**UNDERGROUND PETROLEUM STORAGE TANK: REMOVAL, CLEAN UP AND REPORTING**

Name Of Bidder: \_\_\_\_\_

Bid #: 046-HH12

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

Buyer Name: Harry Eschbach

Description Of Item	Quantity	Unit	Price Per Unit	Total
40. Preparation and submittal of NAMP Addendum (NAMP A) report to address DERM comments for the preceding NAMP submittal. Additional groundwater sampling would be charged at established unit rates. Distribution: M-DCPS one draft copy, then DERM two final copies, M-DCPS one final copy.	3	Each		
41. Waste Characterization Analyses (Rinker Pre-burn-Virgin): A. Volatiles by EPA Method 624 or 8260 B. Semi-volatiles by EPA Method 625 or 8270 C. Total Organic Halogens D. 8 RCRA Metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver)	4	Each		
42. Performance of a formal FDEP Storage Tank Closure Assessment investigation and Report submittal for the <u>abandonment</u> of a 550 to 2,000 gallon. The TCAR will require the advancement of 4 soil borings and soil OVA screening in one-foot sample intervals. One soil sample from each soil boring shall be submitted for laboratory analyses. Advance one soil boring every 20 feet of product piping to be abandoned in place (assume one soil boring - no laboratory analyses). Installation and groundwater sampling from <u>two</u> permanent monitoring wells installed on adjacent upgradient/downgradient sides of the UST.	4	Each		
43. Performance of a formal FDEP Storage Tank Closure Assessment investigation and Report submittal for the <u>abandonment</u> of a 4,000 gallon UST. The TCAR will require the advancement of 4 soil borings and soil OVA screening in one-foot sample intervals. One soil sample from each soil boring shall be submitted for laboratory analyses. Advance one soil boring every 20 feet of product piping to be abandoned in place (assume one soil boring - no laboratory analyses). Installation and groundwater sampling from <u>four</u> permanent monitoring wells installed on all sides of the UST.	1	Each		

**Bid No. 046-HH12**

Underground Petroleum Storage Tank : Removal Clean Up and Reporting

	Bid No: 046-HH12
	Title: Underground Petroleum Storage Tank
	Buyer: Harry Eschbach
	<b>Vendor Checklist for Submitting Bid</b>
	Bid Proposal Form (Format B) with bid pricing
	Bidder Qualification Form signed in ink
	Vendor Information Sheet complete
	Copy of current occupational or business license attached
	Certificate of Insurance Form(s) with Bid Pricing
	Pollutant Storage System Specialty Contractors License with Bid Pricing
	Florida-Licensed Professional Engineer/or Professional Geologist Licenses with Bid Pricing
	Regulatory Documentation (Page 4 of 14/1.01/C)

**Failure to submit the above letter(s), form(s), and licenses with the bid or within five(5) days of request bid will result in the vendor(s) not being recommended for the bid award.**

Jeff Bush  
Governor



M. Rony François, M.D., M.S.P.H., Ph.D.  
Secretary

Lilian Rivera, RN, MSN, Director

### Necessary Items to Apply for Well Permits

#### Private Potable

- 1) State of Florida Permit Application to Construct, Repair, Modify, or Abandon a Well  
(Must be signed by Owner or Agent w/ authorization form & Contractor)
- 2) Site Plan showing proposed location and all pertinent features. (signed by PE or Architect)
- 3) Fee of \$100.00.

#### Private Non-Potable

- 1) State of Florida Permit Application to Construct, Repair, Modify, or Abandon a Well  
(Must be signed by Owner or Agent w/ authorization form & Contractor)
- 2) Site Plan showing proposed location and all pertinent features.
- 3) Fee of \$100.00.

#### Well Abandonment

- 1) State of Florida Permit Application to Construct, Repair, Modify, or Abandon a Well  
(Must be signed by Owner or Agent w/ authorization form & Contractor)
- 2) Fee of \$50.00.

#### Monitoring Wells

- 1) State of Florida Permit Application to Construct, Repair, Modify, or Abandon a Well  
(Must be signed by Owner or Agent w/ authorization form & Contractor)
- 2) Site Plan showing proposed location and all pertinent features.
- 3) Fee of \$50.00 per well.

#### Public Wells

- 1) State of Florida Permit Application to Construct, Repair, Modify, or Abandon a Well  
(Must be signed by Owner or Agent w/ authorization form & Contractor)
- 2) Site Plan showing well location and cross section of well. Must specify well diameter.
- 3) Applicable Fee  
    <6" Diameter      \$300.00  
    >6" Diameter      \$400.00

Note: All fees include one inspection. A \$50 fee will be charged for wells that must be re-inspected.

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Sunir Elmir, M.S., P.E., Environmental Administrator  
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