



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

BIDDER QUALIFICATION FORM

BID NO. 058-LL08

BID TITLE Maintenance of Seawater Aquarium Systems

Direct all inquiries to Procurement Management Services.

BUYER NAME:

Donna Denson

E-MAIL ADDRESS: ddenson@dadeschools.net

PHONE: (305) 995-2673

FAX NUMBER: _____

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on August 18, 2011 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 Bids may not be withdrawn for 90 days after opening.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 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

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) ☐

IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE, please indicate: YES ☐ NO ☐

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

CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation and shall terminate at the time the School Board acts on a written recommendation from the Superintendent to award or approve a contract, to reject all bids or responses, or to take any other action which ends the solicitation and review process. 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

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 SPECIFICATIONS. Describes technical, performance, and packaging requirements for every bid line item. 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 freight charges. Bidder own 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. 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 canceled 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.

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 calendar 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 6Gx13- 3C-1.10. 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 §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, Adjudicatory Proceedings.

E. The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

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 had 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. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. BID DOCUMENTS. 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.

H. DEBARMENT. Pursuant to Board Rule 6Gx13- 3F.1.023 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

I. IDENTICAL PRICES. When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace in accordance with School Board rule 6Gx13- 3C-1.131.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

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

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

2. Awards of \$500,000 or Less

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

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

1. Awards less than \$200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

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

VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to M-DCPS. Vendor must pay for the testing/evaluation of these samples which must be submitted in accordance with the following procedures.

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 manufacturer's product name and number. When 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. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the M-DCPS Materials Testing and Evaluation Department (<http://materials.dadeschools.net>) are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

C. The Materials Testing and Evaluation Department is located at:

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.

D. 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.

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. No perishable samples submitted for testing and evaluation will be returned.

G. TESTING AND EVALUATION RESULTS. The Materials Testing and Evaluation Department will report to the buyer the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

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. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

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 CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. 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.

C. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

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 were 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 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.

XXIII. ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the

prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV. DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

XXV. LOBBYISTS

School Board Rule 6Gx13- 8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee.

Pursuant to this rule, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board rule may be accessed at:
<http://www2.dadeschools.net/schoolboard/rules/>

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: 058-LL08
BID TITLE: Maintenance of Seawater Aquarium Systems

BID OPENING DATE: August 18, 2011

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) _____

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

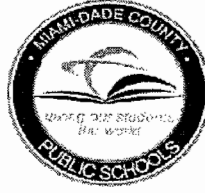
Signature _____

Title _____

Company _____

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>

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# 058-LL08**
INDEMNIFICATION

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

INSURANCE

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

1. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

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

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

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of

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

or

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

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

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

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 324
Miami, Florida 33132

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 058-LL08	BUYER D. Denson	PAGE SC 1
TITLE Maintenance of Seawater Aquarium Systems		

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at a firm price, for the upkeep, repair and maintenance of the seawater aquarium systems located at the Marjory Stoneman Douglas Biscayne Nature Center, Inc., on Key Biscayne, Florida. The term of the bid shall be from the October 11, 2011 through June 30, 2013, and may, by mutual agreement between Miami-Dade County Public Schools and the awardee, be extended for two (2) additional one (1) year periods, and if needed 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering extending, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful vendor agrees to this condition by signing its bid.
2. **AWARD:** The award of this bid shall be made to the lowest responsive, responsible bidder meeting specifications.
3. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for bid award.
4. **SITE INSPECTION:** Prospective vendors are encouraged to make site inspection to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. The owner's representative is available to answer questions regarding normal workload, average job size, problems, safety considerations, or other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award.
5. **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 www.dadeschools.net (click District Offices, then click Procurement Management).

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
058-LL08	D. Denson	SC 2
TITLE		
Maintenance of Seawater Aquarium Systems		

SPECIAL CONDITIONS

6. **VENDOR QUALIFICATIONS:** Vendors must submit with their bid, proof of the following:

- A. Minimum of three years experience.
- B. Resume, which must indicate at least 3 years experience with the maintenance of mechanical closed system, aquaculture and experience in maintaining a balance within ecosystems.
- C. Proof of expertise in Marine (vertebrate and invertebrate) diseases.

Vendor shall be responsible for the replacement /repair of any loss or damage to the District's property due to negligence, at no cost to the District. The vendor agrees to this term by signing its bid.

7. **Business Tax Receipt:** 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 Business Tax Receipt 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 Business Tax Receipt requirements. A copy of the receipt 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 receipt after expiration or termination of the current receipt. Non-compliance with this condition may cause the bid not to be considered for award.

8. **EMERGENCY RESPONSE:** Where an emergency is deemed to exist by the contract administrator, the vendor will be required to respond on a verbal notice to proceed. This response must result in the arrival of a work crew at the affected site within forty-eight hours, or two working days, in the event that notification occurs preceding a weekend or holiday. Failure to respond in a timely manner to these emergency requests may constitute grounds for termination of this award.

9. **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).

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
058-LL08	D. Denson	SC 3
TITLE		
Maintenance of Seawater Aquarium Systems		

SPECIAL CONDITIONS

10. **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:

Donna Denson, Buyer
Procurement Management
Fax No. (305) 523-3366
E-mail: ddenson@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 Avenue, Room 268B
Miami, Florida 33132
Fax No. (305) 995-1448
E-mail: martinez@dadeschools.net

11. **CREDIT CARDS:** Some orders will be placed by Stores and Mail Distribution utilizing a district issued credit card as the form of payment. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours) and eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the stores and mail distribution's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. Stores and Mail Distribution may request for a vendor to maintain a secure record of their specific credit card account that can be used by assigning an alias or password, to avoid having to divulge the actual credit card number each time a purchase is made.

**Crandon Park Visitors Center
Marjory Stoneman Douglas Nature Center
Aquarium Systems Maintenance Criteria**

The scope of these specifications is to outline the specific care requirements of the aquarium systems and displays at the Marjory Stoneman Douglas Biscayne Nature Center in order to maintain an all-inclusive agreement with the vendor. The intent is to maintain a specific level of water quality and biodiversity in the systems while minimizing costs and adhering to the requirements of applicable collection permits. Minimum requirements are specified. Any required items or tasks that are needed but not mentioned in these specifications will be the responsibility of the vendor in order to achieve the desired final results specified herein. The majority of the display aquariums are filtered through one of two main systems referred to as Main Filtration Systems #1 & #2.

Exhibit Room Displays-

The exhibit room consists of the following 6 display aquariums:

Main Filtration #1

- 2 – 617 gallon acrylic displays containing living reef simulations
- 2- 100 gallon glass displays containing living reef and/or specific habitat simulations.

Main Filtration #2

- 1- 100 gallon touch tank display containing temporary exhibits for hands-on displays.
- 1- 1000 gallon mangrove and tidal zone display with live mangroves, tidal zone and Grass-bed inhabitants. This display has fluctuating water levels for tidal simulation

Classroom Displays

The classroom consists of the following 16 aquariums:

Main Filtration System #2

- 13- 55 gallon aquariums setup for specific areas of study with specific inhabitants.

Independent Filtration Systems

- 2- 40 gallon quarantine tanks centralized and filtered independently.
- 1- 30 gallon mangrove tank filtered independently with canister and plenum.

General upkeep duties for display and classroom aquariums-

Viewing surface

All viewing surfaces will be kept clean and clear of algae and deposits to the satisfaction of facility staff, Viewing surfaces will be magnet cleaned as often as needed to satisfy the facility staff but at least weekly. Calcareous deposits will be scraped off as necessary but at least monthly.

Acrylic Care

Acrylic viewing surfaces are to be routinely polished to remove scratches and marks and will maintain a reasonable appearance to the satisfaction of the facility staff. Any and all materials, parts or outside service costs will be the responsibility of the vendor.

Salt Creep

All exterior surfaces, lighting, plumbing etc. to be kept clean and clear of salt creep, dust and grime to the satisfaction of the facility staff.

Lighting fixtures and bulbs

Lighting fixtures and bulbs to be kept clean and clear from salt deposits and salt creep to the satisfaction of the facility staff. Lighting systems on exhibit room tanks to be programmed for a minimum of 9 hours on 365 days per year. All displays light bulbs will be changed at a minimum of one per year on all aquariums and displays containing desirable photosynthetic organisms. Any and all parts or outside service costs will be the responsibility of the vendor.

Interior

Interior structures and live rock to be kept in good healthy condition with consistent coralline algae growth and free of invasive algae growth to the satisfaction of the facility staff. Sediment and detritus will be manually siphoned or cleaned from interior rock compaction and discoloration.

Livestock

All livestock, fish and invertebrates, will be kept relatively parasite free and healthy in appearance. Any parasites or pathogens will be diagnosed and corrective measures taken. (i.e. medicated, isolated, etc.) Vendor will be responsible for determining treatment and action plan when parasites and/or pathogens become present. The cost of all livestock, including delivery and acclimation in order to maintain the minimum requirements outlined in these specifications, will be the responsibility of the vendor and guaranteed for the term of the contract.

Quarantine System

The quarantine system will be kept operational and utilized at the discretion of the vendor for the treatment and or isolation of sick or injured animals. The vendor will determine the correct course of action and treatment regimen when animals are introduced into the quarantine system. Service of this system will occur on a regular basis, at least once per month and every week when animals are present. Water changes will be done with synthetic seawater on a regular basis as denoted by the current treatment objectives of the system. All equipment will be checked and serviced regularly as needed. Skimmer will be cleaned every other week. UV and tank bulbs will be replaced and ozone generator and chiller will be inspected and serviced annually. Any and all parts or outside service cost will be the responsibility of the vendor.

Leaks

The entire system (tanks, equipment and associated plumbing) will be constantly monitored for leaks. In the event that a leak develops in any part of the system, the vendor will be responsible for its repair.

Independent classroom mangrove tank

This small display is used as part of the classroom curriculum. It is connected to the main RO system and filtered naturally with plenum and canister filter. This tank will be monitored closely for salinity fluctuations. A low voltage solenoid switch controls water level. This switch is critical and will be monitored closely for proper operation. System filtration is minimal and lighting intense. Algae growth is rapid and will be monitored closely and removed as often as needed to keep viewing surfaces clean. Mangrove shoots will be rinsed with fresh water weekly to remove salt deposits and dust. Lighting will be changed as needed, but at least annually. A rotary timer controls photoperiod and needs to be adjusted periodically.

Large mangrove exhibit

This exhibit is new and adjustments to its operation will be needed. It is connected to the main filtration system #2. The main feature of this system is the fluctuating water level. This feature is operated by three actuated shut off valves. These valves are controlled with standard x10 modules and programmed using the Neptune computer system. There are dual high volume direct drive circulation pumps to provide water circulation. It is the vendor's responsibility to maintain the pumps, computers and valve configuration in proper working order. Access to the base portion of the system where the pumps are located is limited. The lighting system is comprised of dual 1000-watt halides in large adjustable air-cooled reflectors. Ballasts are remotely located in the truss structure above the drop ceiling. The photoperiod is controlled with the same x10

computer program. The far corner of the exhibit is a separate dry box planter.

Large mangrove exhibit - continued

This area is designed to house dune zone vegetation. The vendor will be responsible for the programming needed to maximize plant health and tide level fluctuation. The substrate consists of a deep sand bed and will be cleaned and stirred as needed to provide an aesthetically pleasing display.

Filtration Area

General Description

The area for the main filtration systems is on ground level in the northwest corner of the building. This area contains the equipment for the two main filtration systems as well as storage capacity seawater of RO water. Water may be mixed synthetically or drawn from the well (if operational) and treated (degassed, filtered for sediment, nitrates, phosphates and color) before use. There is also a delivery system, which carries seawater from Main filtration system #2 to the classroom and delivers it via a spray nozzle at the sink on the north sidewall of the classroom. A reverse osmosis filter is used to generate purified water and is connected to each main filtration systems and storage tanks.

Each main filtration system consists of a reservoir, pump, downdraft skimmer, skimmer pump, 15 lb. Media canister filter, commercial sand filter, 240-watt UV sterilizer and 2 ton split unit chiller. There is also a 500-gallon exchange reservoir with external transfer pump and switch to manage the water exchange from the tidal system in the exhibit room. This reservoir is tied in with the filtration reservoir for classroom (Main Filtration #2).

General upkeep duties for main filtration area

Vendor must provide all parts, tools, materials and equipment needed to properly maintain and service the filtration systems and associated components. Routine replacement items (i.e. filters, food, light bulbs, charcoal, CO2, aragonite) will be included in the bid price.

The filtration area is to be kept clean and free from corrosive salt creep. The equipment pads will be hoed down monthly and reservoir tops kept clear of dirt and debris that could enter the systems.

Skimmers

Protein skimmers will be washed down at least twice per month, when in full operation. Downdraft columns and injector fittings will be disassembled and inspected regularly for deposits and clogging. Column media will be cleaned and replaced as needed to maintain optimum air

intake to the reactor. Downdraft skimmers are inherently touchy and require constant attention. Care will also be taken with their brittle nature. If breakage is to occur it is the vendor's responsibility to repair or replace the broken part. Any and all parts or outside service costs will be the responsibility of the vendor.

Pumps

There are five main pumps excluding the saltwater well. These pumps will be rinsed with fresh water at least once per month and kept clean and clear of salt creep and dirt. These pumps require frequent maintenance and/or rebuilding. Any and all parts or outside service costs will be the responsibility of the vendor.

Ozonizer and Air Dryer

The ozone generator and air dryer will be installed and serviced according to the manufactures recommendations. The unit will be returned to the manufacturer for service or serviced by a qualified technician at least annually and when ever deemed necessary by facility staff. Any and all parts or outside service costs will be the responsibility of the vendor. Chemical desiccants and color change indicators will be changed as needed and according to manufacturer.

Carbonate Reactor

A large carbonate reactor is utilized to manage calcium and alkalinity. The reactor media will be rinsed and replenished periodically as needed. There is a 20 lb. CO2 cylinder, pressure regulator, bubble counter and an integrated pH monitor. CO2 supply will be replenished as needed, when tank pressure drops below 300 psi. The pH monitor will be calibrated monthly or as needed to ensure accuracy. Regulator and bubble counter will be kept full and in good operational condition. Reactor chambers utilize o-ring seals, which will be monitored for condition, lubricated and replaced as needed. Effluent alkalinity and pH will be monitored periodically during operation to eliminate problems associated with excess CO2, introduction into the system water. There is a float switch and solenoid valve to control internal water levels. This valve has a manual by pass switch to monitor its operation or increase level manually. Cost of CO2, replacement parts and media will be the responsibility of the vendor.

Degassing System

The circulatory degassing system is located in the mechanical room on the second floor and is in series with the storage tanks and transfer pump. This system is used to remove dissolved hydrogen sulfide gas from the well water. The degassing loop consists of tow 350-gallon reservoirs, circulation pump and a 10' x 12" cylindrical degassing chamber mounted

in the roof of the building. Air is delivered with a regenerative blower located on the north equipment slab in the filtration area. Degassing chamber will be periodically drained, inspected and cleaned of any debris that has accumulated in the reactor tube.

Reservoirs

The system and storage reservoirs will be inspected, cleaned and vacuumed of sediment and debris at least every six months. This includes all storage and system reservoirs. Any and all parts or outside service costs will be the responsibility of the vendor.

RO unit and testing

The reverse osmosis system is centralized and utilizes a four stage passive TFC setup. The system consists of the filter (triple 50gpd membranes, triple pre-filters, double post DI), reservoir, pressure pump, bladder tank, and terminal valves or floats at each delivery point. Water is delivered to each main filtration reservoir as well as the independent quarantine and mangrove tanks in the classroom. The exiting passive RO system is undersized and requires constant attention to ensure its proper operation. All valves utilized to direct product water are manual and need to be adjusted according to the system salinity and reservoir requirements. TDS levels will be monitored regularly when system is providing only top off water to the reservoirs, at least once per month, and more often when larger amounts of water are being filtered for mixing synthetic water. Any and all membranes filter cartridges, parts or outside service cost will be the responsibility of the vendor.

Refugia

Refugia and/or denitrifiers will be monitored carefully for functionality, photosynthetic growth and proper water chemistry. The refugia will be monitored for the growth of undesirable organisms (i.e., flatworms, bristle worms, invasive algae and cyanobacteria). If these or other undesirable organisms are present, action will be taken to remove and/or eliminate any threat to the main display systems. Redox measurements and other notations will be logged into the computer software.

Chillers

There is a two ton split-unit chiller for each main filtration system. These units will be checked and serviced at regular intervals as dictated by a qualified service person. Thermostats for each system are located next to the heat exchangers in the northwest corner of the filtration area. All refrigerant parts or outside service costs will be the responsibility of the vendor. Heat exchanger will be kept clear of dirt and debris and cleaned of deposits as needed. Condensing unit coils will be rinsed every 2-3 months to remove deposits, dirt and grime. Each unit will be monitored for proper cycling frequency and fan operation.

UV sterilizers

There is a 6-chambered, 240-watt UV sterilizer unit for each main filtration. Each unit will be checked for damage and sleeves cleaned every six months, all germicidal bulbs will be replaced annually. Ballasts will be monitored for proper operation and replaced as needed. Any and all parts of outside service cost will be the responsibility of the vendor.

Actuators and Valves

There are five actuated ball valves controlled by standard x10 modules. Three of these valves operate the tidal levels in the mangrove exhibit and two are used to manipulate circulation in the large reef display tanks. These actuators have limit switches and will be checked weekly for the proper operation. There is an actuated ball valve on the live feeder tank that does not have a limit switch. This valve is operated with a standard timer or x10 module and will be set to operate at whatever frequency is required depending on the live food being used and the organisms being fed. All actuators and actuated valves will be monitored closely for proper operation. Actuated diverter valves will be disassembled, cleaned, lubricated and serviced annually or in the event of failure. All critical non-actuated valves will be closed and readjusted regularly to prevent seizure due to deposit formation. Replacement or repair of any seized valves, actuators, parts or outside service costs will be the responsibility of the vendor.

Canister filters

There are large 15 lb. Canister filters in series with each main filtration system. These filters will be monitored often for pressurization and leaks. O-rings will be lubricated as needed to prevent rupture and maintain proper seal. Media will be changed on an as-needed basis with granulated and activated carbon as the staple for both systems. Phosphate free activated carbon will be changed out as often as necessary to maintain good water clarity, but at least every other month. Other media such as phosphate and nitrate removers, etc., can and will be utilized in these filters as necessary. Any and all chemical media, parts or outside service will be the responsibility of the vendor.

Plumbing, fittings and valves for the seawater aquarium systems.

All plumbing, fittings and valves should be monitored closely and on a day-to-day basis. Any and all leaks or other problems will be remedied immediately. Any costs associated with replacing valves, fitting or pipe will be the responsibility of the vendor.

Testing

Water quality analysis will be done weekly for both systems and more often when specific parameters are changing rapidly. All test results will be logged in the computer database for analysis by the facility staff. Testing capabilities will included but not be limited to those for NH₄, NO₃, NO₂, PO₄, SIO₄, CA, O₂, pH, kH, temperature, redox potential and salinity.

Chemical additions and trace elements

The use of chemical media and trace elements (GAC, Phosphate removers, Iodine and Strontium supplements) are needed. The amount and type required will vary depending on the frequency of feeding, types of foods, existing bio-loads, frequency and quality of water changes, frequency and quality of regular service tasks, efficiency of filtration etc. The vendor will be responsible for any and all chemical media and trace elements required to maintain water quality parameters and aesthetics to the satisfaction of the facility staff.

Salinity

Due to the fact that the salinity has a tendency to drop over time with the use of automated RO water additions and classroom activities require the removing of approximately 5-10 gallons of seawater per week, salt will continually need to be added to the main filtration systems. This alt will be a high quality processed and buffered sea salt. Vendor will be responsible for the cost of all additions.

Computer interface

A Neptune Systems computer monitors each main system. The vendor will be intimately familiar with its programming, setup and output capabilities including Aqua notes software. The vendor will be responsible for the maintenance of this system including the troubleshooting, calibration and annual replacement of inline test proves for temperature, pH, ORP, conductivity for each system. A separate monitor for each system monitors conductivity. Vendor is responsible for the maintenance and replacement of any non-functional switches as well as software upgrades to the systems when available. The vendor will provide printed graphical data and or show staff how to retrieve this data whenever requested. Data collected from water quality testing as well as other pertinent data should be gathered and entered manually into the software database program for review by the staff whenever needed.

Feeding

Tanks will be feed as needed, live and/or frozen foods three to five times weekly as a minimum to maintain healthy animals without sacrificing water quality or causing excess algae growth. The vendor will provide all good quality frozen, fresh and dry foods. Foods will selected and provided by the vendor and will provide and adequate and ample nutritional source for the animals in captivity. There is a 55-gallon fresh water tank with under gravel filter setup next to the workbench. This tank is for the housing of live feeder fish and will be maintained sufficiently for that purpose.

System modification

The facility staff must first approve any vendor provided design modifications.

Stocking

The following is a list of animals and quantities to be kept and in which tanks. These are minimum requirements and the vendor will supply and maintain these levels. All fish and invertebrates specified will be added and guaranteed for the term of the service contract. CEE/BNC retains the right to decide what will be in each tank. Members and volunteers of the ECC/BNC will routinely collect specimens and place them directly in the classroom tanks. Fish collected may be placed in quarantine until the vendor determines it is safe to relocate them. The vendor is required to maintain records on all specimens as required by applicable permits.

Classroom

Tank #1

Plankton dependent reef ecosystem with various fish and animal species that have planktonic larval stages.

Tank #2

- 2 Small hermit crabs
- 1 Large spider crab
- 6 Shrimp

Tank #3

- 2 Shark egg cases
- 1 Shark

Tank #4

- 4 Pipefish
- 4 Seahorses
- 4-6 Assorted small fish
- 10 snails

Tank #5

At least 5 fish total: Examples include: Puffer, file fish, parrotfish, or porkfish.

Tank #6

- 1 Toadfish
- 1 Scorpion fish
- 1 Mantis shrimp
- 1 Diadema urchin

Tank #7

- 1 Sea urchin
- 1 Fish (parrot fish, wrasse, basslets, butterfly fish or angel fish)
- 2 Small crabs
- 1 Large hermit crab
- 10 Snails

Tank #8

- 2-4 Florida lobsters

Tank #9

- 2-4 Small or medium assorted non-aggressive crabs (arrow crabs, anemone crabs, shame faced crabs or emerald Mithrax crabs)
- 4 Horseshoe crabs

Tank #10

- 10 Snails
- 2 Clams or scallops
- 2 conchs
- 4-8 assorted small fish

Tank #11

- 2 Small spider crabs
- 1 Large tulip snail
- 4 Small fish
- 10 Live red mangrove plants (small)

Tank #14

- 1 Sea cucumber

- 1 Sea star
- 4 Sea urchins

Tank #15

- 5 Assorted fish
- 5 Snails

Exhibit room

East large exhibit

- 4 White grunts
- 2 pork fish
- 6 Yellow tangs
- 1 Coney grouper
- 1 Medium moray
- 12 Fairy Basslets
- 1 Hogfish
- 6 Gorgonians
- 50 Blue leg hermits
- 20 Crabs
- 4 Rock beauties

East small exhibit

- 10 Seahorses
- 10 Blue leg hermits
- 1 Anemone

West large exhibit

- 2 white grunts
- 2 Pork Fish
- 8 Yellow/blue tangs
- 1 Large angel
- 12 Large chromis
- 1 Hogfish – Cuban
- 6 Gorgonians or corals
- 50 Blue leg hermits
- 20 Crabs
- 12 Sea urchins

West small exhibit

- 1 Wrasse
- 12 Hamlets or basslets
- 6 Small blue/yellow tangs
- 1 Eel or other larger interesting creature
- 2 Gorgonians or coral
- 3 Sea urchins

- 1 Star fish
- 20 Blue leg hermits

Large mangrove exhibit

- 24 Sea urchins – echinometra
- 10 Live mangroves
- Assorted above water zone specific vegetation
- 10 Juvenile white grunts
- 6 Juvenile snapper
- 12 Other small assorted shallow water fish
- 100 Blue leg hermits
- 10 Assorted algae
- 6 Medium horseshoe crabs
- 500 Assorted snails
- 10 Anemones
- 6 Sponges
- 6 gorgonians

Touch tank

The touch tank system will display temporary exhibits and will need to be available for this rotation. Vendor is to be available to provide any assistance needed in the setup or rotation of livestock in this system.

Water quality parameters

This is a list of base water quality parameters and testing methods for all aquarium systems. The vendor is responsible for maintaining these parameters. These are minimum requirements and will be monitored and logged into the Aqua Notes software as described.

Parameters

Temperature

Temperature 75-80 F	Monitor
Salinity 1.022-1.025 g/l	Monitor
Ph 8.0-8.3	Monitor
Ca 300-450 ppm	EDTA
NH3-N < .10 ppm	Salicylate
NO2-N < .10 ppm	Diazotization
NO3-N < 10.0 ppm	Cadmium reaction
PO4 < .30 ppm	Ascorbic Acid
O2 > 7.0	Meter

Vendor availability and emergency response

Vendor will be required to respond to any emergency within 24 hours of notification. Vendor is to be available for contact 24 hours a day, 365 days per year. The vendor will be responsible for any cost of digital pager

and cellular telephone service needed for the receipt of computer alarm paging in the event of mechanical system failure or non-compliance with any water quality parameter. Vendor will test system regularly to ensure that is working properly.

Supplies

In addition to the maintenance labor, the vendor will provide all necessary items to perform the tasks as specified. The following is a minimum list of some of the key supplies that the vendor will provide on an annual basis. The vendor will also provide additional supplies and tools required to keep the systems in good order as described in these specifications.

- All foods (fresh, live frozen and dry)
- All chemical media
- Carbon dioxide gas
- Carbon
- All test reagents
- Testing equipment
- All UV bulbs
- All display bulbs
- All replacement parts
- All replacement pumps and repair parts
- All replacement and repair parts for UV, chillers, heat exchangers, actuators, etc.
- Lab grade test probes, pH, temp, orb and conductivity
- Synthetic sea salt
- Replacement RO membranes
- Replacement sediment and carbon pre-filters

The School Board of Miami-Dade County, Florida
 Bid #058-LL08
 Maintenance of Seawater Aquarium Systems

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 058-LL08
Title: Maintenance of Seawater Aquarium Systems
Buyer: D. Denson

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	Qty	Unit	Cost Per Year	
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____.				
	Provide all necessary labor and material for the upkeep, repair and maintenance of the seawater aquarium systems located at the Marjory Stoneman Douglas Biscayne Nature Center, in accordance with the attached specifications.	1	Cost Per Year	Total Cost Per Year \$ _____	