

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

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

1450 Northeast Second Avenue
Miami, Florida 33132



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

BUYER NAMED:

Linda Cantin

PHONE: (305) 995-1364

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 086-CC04 BID TITLE WASTEWATER TREATMENT FACILITIES-OPERATE & MAINTAIN
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON 3/20/03 IN ROOM 351,
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO
BIDDERS, para.IV.B.)

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

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

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

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

II. INDEMNIFICATION

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

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

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

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

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____

MAILING ADDRESS : _____

CITY, STATE, ZIP CODE : _____

TELEPHONE NUMBER : _____ FAX # _____

BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS TO BIDDERS

I. PREPARING OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

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

2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non responsive.

B. INSTRUCTIONS TO BIDDERS define 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 MWBE designated bids. The **SPECIAL CONDITIONS-Minority/Women** owned and controlled Business Participation Statement and the MWBE 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 IX: Packaging.

2. PROTEST OF SPECIFICATIONS. Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and 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 § 120.569 and 120.57, Fla., Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla., Stat., must be filed in accordance with School Board Rule 6G-13-RC-1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

3. PRICES. Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

4. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. BID FORMS AND ENVELOPES. Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to 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).

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, 800 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 your 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 and Materials Testing.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids or Request For Proposals, or other solicitations 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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; and
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.

C. 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 re-solicitation on any future 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, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's 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. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. AWARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 955-1375, each Friday, to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of § 120.569 and 120.57, Fla. Stat. Petitions for hearings on protests pursuant to § 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. This provision supersedes and governs over any conflicting provision in this document.

C. OFFICIAL AWARD DATE. Awards become official when made unless otherwise specified in the award recommendation.

D. PURCHASE ORDERS. Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardees shall pay to the Board as liquidated damages an amount equal to 10% 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. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall 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 who are determined ineligible may request a hearing pursuant to §120.569 Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibility.

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

VI. 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 \$100,000

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 \$100,000 or Less

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

C. AMOUNT. When required as defined therein, 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.

VI. 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 detach, 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.

Revised February 2001

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: (305) 995-3290

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.** Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

VII. **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 the Bureau of Procurement and Materials Management, 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.

IX. PACKAGING

A. **TYPE.** If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

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

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

X. PURCHASES BY OTHER PUBLIC AGENCIES.

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan 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.

XI. 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 contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XII. ENVIRONMENTAL PRODUCTS.

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

XIII. 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 the 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 direct payment to the bidder.

XIV. NO GRATUITY POLICY.

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

XV. COMPLIANCE WITH FEDERAL REGULATIONS

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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 grantee (The Board), or subgrantee 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.

XVI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

I. PREPARING OF BIDS

A. BIDDERS RESPONSIBILITY. Each bidder shall carefully examine the instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

II. AWARDS

A. BASIS FOR AWARDS. The awards of all items on this bid will made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

B. AWARD OF FOREIGN PRODUCTS. Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be welded to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

III. NEW FOOD ITEMS/BRANDS. Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flager Street, Miami, FL 33144, Telephone: (305) 995-3230.

IV. USAGE REPORTS. The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flager Street, Miami, FL 33144.

V. INSURANCE REQUIREMENTS. Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.

VI. USDA CERTIFICATION DOCUMENT. Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.

VII. NUTRIENT DATA SUBMISSION FORM. Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

VIII. 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.

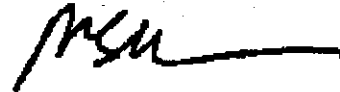
B. DELIVERED PRODUCTS. All products delivered shall be identical to the samples submitted for evaluation, and as awarded to successful vendors.

C. UNAUTHORIZED DELIVERIES. The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Unauthorized deliveries may result in non-payment of invoices.

D. SUBCONTRACTING DELIVERY. The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the awards(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) [awardees].

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM OR IN ATTACHMENTS THEREOF WHICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

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 #086-CC04

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.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 086-CC04	BUYER L. Cantin	PAGE SC 1
TITLE Wastewater Treatment Facilities – Operate and Maintain		

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract at firm unit prices, to furnish all labor, supervision, equipment and materials necessary to perform work as defined in the attached specifications at Redlands Schools, Pinecrest Elementary and South Miami Senior High.
2. **TERM:** The term of the bid shall be two (2) years from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee(s), upon final School Board approval, be extended for two (2) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement and Materials Management, may if considering to extend, request a letter of intent from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board.
3. **AWARD:** Award of this contract will be based on the evaluation of all items, including license requirements, and will be awarded to a Primary and one (1) alternate. The primary vendor shall perform all work under this contract unless, at the sole discretion of M-DCPS, the primary vendor cannot meet the required performance objectives. At such time M-DCPS may assign work to the alternate vendor.
4. **IDENTIFICATIONS:** All employees of the contractor shall wear proper identification while conducting business on School Board property.
5. **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), before 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.
6. **SUBMITTALS:** Prospective vendor(s) must submit a minimum of three (3) references, listing clients for whom similar work in size and scope have been or is being performed.
11. **SITE INSPECTION:** Prospective vendor(s) are encouraged to make site inspections of these wastewater facilities, 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 M-DCPS 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. To arrange for site inspections contact:

Maintenance and Operations

Dr. Claudius Carnegie
12525 N.W 28th Avenue
Miami, FL 33167
305 995-7993

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	086-CC04	BUYER	L. Cantin	PAGE	SC 2
TITLE					
Wastewater Treatment Facilities – Operate and Maintain					

12. **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/>.
13. **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).
14. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.
15. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year or manufacture's warranty, whichever is greater. The successful vendor(s) will be responsible for repairing each unit during the warranty period, at no cost to the Board. Vendor(s) agree to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement.

The School Board of Miami-Dade County, Florida
 Bid #086-CC04
 Wastewater Treatment Facilities - Operate and Maintain

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 086-CC04
Title: WASTEWATER TREATMENT FACILITIES-OPERATE AND MAINTAIN
Buyer: L. Cantin

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER:

Item	DESCRIPTION OF ITEM	EST QTY	UNIT	PRICE							
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR _____.										
	Before completing any portion of this bid, each bidder should be completely familiar with all conditions enumerated below and in the Special Conditions. Each bid shall be completed fully as indicated below.										
	<p>Provide all necessary labor, material and equipment to operate and test the wastewater treatment facility at Redland Schools, Pinecrest Elementary School and South Miami Senior High School in accordance with the attached specifications.</p> <p>Miami-Dade County Occupational License number and effective date.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">License Number</td> <td style="width: 50%;">Effective Date</td> </tr> <tr> <td colspan="2">State of Florida Department of Environmental certified domestic waste water plant operator license.</td> </tr> </table> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">License Number</td> <td style="width: 50%;">Effective Date</td> </tr> </table> <p>Items 1 through 3 to be awarded as a total low bid. Vendor must bid all items.</p>	License Number	Effective Date	State of Florida Department of Environmental certified domestic waste water plant operator license.		License Number	Effective Date				
License Number	Effective Date										
State of Florida Department of Environmental certified domestic waste water plant operator license.											
License Number	Effective Date										
1	Redlands Schools, daily maintenance and all testing required by the State Board of Health, the Department of Environmental Resource Management (D.E.R.M), and Miami-Dade County Pollution Control Board.	24	months	\$ _____ price per month							
2	Pumping service as needed, based on a fixed price per gallon, to include pump out and transfer of live seeded sewage and other pumping services, relative to the operation to the facility.	300,000	gallons	\$ _____ price per gallon							
3	Additional Services (Labor Only)	150	hours	\$ _____ price per hour							
	Total Low:										
	Percent discount off manufacturers list price (_____ %)										

The School Board of Miami-Dade County, Florida
 Bid #086-CC04
 Wastewater Treatment Facilities - Operate and Maintain

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 086-CC04
Title: WASTEWATER TREATMENT FACILITIES-OPERATE AND MAINTAIN
Buyer: L. Cantin

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER:

Item	DESCRIPTION OF ITEM	EST QTY	UNIT	PRICE	
	Items 4 through 6 to be awarded as a total low bid. Vendor must bid all items.				
4	Pinecrest Elementary, daily maintenance and all testing required by the State Board of Health, the Department of Environmental Resource Management (D.E.R.M), and Miami-Dade County Pollution Control Board.	24	months	\$ _____ price per month	
5	Pumping service as needed, based on a fixed price per gallon, to include pump out and transfer of live seeded sewage and other pumping services, relative to the operation to the facility.	300,000	gallons	\$ _____ price per gallon	
6	Additional Services	150	hours	\$ _____ price per hour	
	Total Low:				
	Percent discount off manufacturers list price (_____ %)				
	Items 7 through 9 to be awarded as a total low bid. Vendor must bid all items.				
7	South Miami Senior High, daily maintenance and all testing required by the State Board of Health, the Department of Environmental Resource Management (D.E.R.M), and Miami-Dade County Pollution Control Board.	24	months	\$ _____ price per month	
8	Pumping service as needed, based on a fixed price per gallon, to include pump out and transfer of live seeded sewage and other pumping services, relative to the operation to the facility.	300,000	gallons	\$ _____ price per gallon	
9	Additional Services	150	hours	\$ _____ price per hour	
	Total Low:				
	Percent discount off manufacturers list price (_____ %)				

**OPERATION AND MAINTENANCE OF
WASTEWATER TREATMENT FACILITIES
MIAMI-DADE COUNTY PUBLIC SCHOOLS**

PART 1 GENERAL

1.00 GENERAL CONDITIONS

General Conditions and Special Conditions as contained herein are part of this contract.

1.01 SUMMARY

A. Purpose

The purpose of this term bid is to establish a contract at firm prices for the operation and maintenance of wastewater treatment facilities at Pinecrest Elementary School, Redland Schools, and South Miami Senior High School.

B. General

The vendor is responsible for providing all labor, supervision, material, equipment and transportation necessary to perform the work required under this contract, and shall do so in a manner that is safe, efficient, in full compliance with all appropriate all applicable codes and regulations having jurisdiction, including, but not necessarily limited to Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations.

C. Working Day

The normal working hours for M-DCPS are between 7:00 a.m. to 3:30 p.m., Monday through Friday. When possible, the schedule for work shall be mutually developed by the vendor and the M-DCPS authorized representative. However, M-DCPS reserves the right to schedule work at any time or day, including holidays or weekends, as deemed by the M-DCPS authorized representative to be in the best interests of the Board. Any such scheduled work will be accomplished by the vendor at no additional cost or overtime to M-DCPS.

D. Document Review and Site Inspection

1. Prospective vendors are encouraged to inspect all schools, facilities and sites covered by this solicitation to familiarize themselves with the unique environment where the work is to take place, and establish work procedures that minimize disruption of the school day.

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 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 is issued, however, consideration may be given for additional allowances should there be significant changes in the Operating Permit.

E. Inspection and Punchlist:

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

2. Progress Inspection:

At any time during the execution of projects performed under this contract, the M-DCPS authorized representative may, without notice to the vendor, inspect the work. Deficiencies noted shall be corrected by the vendor within a time certain as established by the M-DCPS authorized representative.

3. Final Inspection:

Upon completion of the project, 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.

F. Access to Sites:

The vendor will coordinate all access to the site with the M-DCPS authorized representative and shall conduct such access in a safe manner. M-DCPS will provide the vendor access to each work site, provided that proper notification is given to and coordinated with M-DCPS authorized representative.

G. Description of Facilities/Equipment

1. Pinecrest Elementary School

A 0.020 MGD extended aeration sewage treatment plant consisting of a lift station with two submersible pumps, three 6,375 gallon aeration tanks, two 4,475 gallon secondary clarifiers, one 3,100 gallon digester, flow meter, two mechanical air blowers, two tertiary sand filters, two filter pumps, one 6,060 gallon chlorine contact chamber, liquid chlorination unit, effluent holding tank, final effluent filtration and pumping system with effluent discharge to an absorption field system.

2. Redlands School WWTP

A .05 MGD maximum daily flow permitted capacity contact stabilization domestic wastewater treatment plant and collection system consisting of an existing primary settling tank, a 20,000 gallon surge tank, 8,000 gallon contact chamber, 22,000 gallon stabilization tank, 6,811 gallon secondary clarifier, 1,600 gallon dosing tank, 15.9 square foot area tertiary pressure filter, 1,600 gallon chlorine contact tank, and effluent discharge to four drainfields.

3. South Miami High School

A 0.075 MGD extended aeration sewage treatment facility, consisting of a lift station containing two submersible pumps, aeration tank, secondary clarifier system, aerobic digester, two tertiary filters, flow meter, three mechanical air blowers, dosing tank with two pumps, two tertiary filters with two pumps, chlorine contact tank, gas chlorine disinfection system with effluent discharge to a soakage pit.

1.02 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 shall possess a Certified Operator License, minimum Class "C", issued by the State of Florida, Department of Professional Regulation, a valid Miami-Dade County Liquid Waste Transporter Permit, and a valid Occupational License issued by Miami-Dade County.
- B. Prior to award of this contract, the vendor shall provide a minimum of three letters of reference of similar work performed within the South Florida area within the last three years prior to bidding this contract.
- C. Should signed and sealed documents by a Florida Registered design professional be

required for any work under this contract, such shall be considered incidental to the work, and shall be provided by the vendor. Said documents shall be subject to review and approval by a Building Code Consultant assigned by the Miami-Dade County Public School's Building Officer.

- D. 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.
- E. It is the responsibility of the vendor to comply with all codes and regulations having jurisdiction for work to be performed under this contract.
- F. 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 offense and termination of the contract for the second offense.
- G. Vendor shall insure that all of its personnel and or subcontractor(s) engaged in activities encompassed by this term bid are properly qualified, trained and licensed to perform the work assigned. Vendor shall insure that all personnel employed in pursuit of the work specified in this contract have the proper technical, health and safety training as may be required by any and all regulations, codes and/or laws. At time of bid, the vendor shall provide evidence of its employees' qualifications. Employees of the vendor or its subcontractor(s) which, in the sole opinion of M-DCPS, are not qualified, shall not be permitted to work on M-DCPS equipment.
- H. 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.
- I. The vendor's employees, subcontractors and its employees, and any other personnel, including materialmen 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 performed under this term bid.

1.03 REFERENCES

- A. Florida Building Code (FBC)
- B. Occupational Safety and Health Act (OSHA)
- C. Environmental Protection Agency (EPA)
- D. The State of Florida Board of Health
- E. Department of Environmental Resource Management (DERM)
- F. Miami-Dade County Environmental Quality Control Board (EQCB)
- G. Chapter 24, Miami-Dade County Code
- H. Florida Department of Environmental Protection (FDEP)
- I. State of Florida Domestic Wastewater Facility Permit
- J. Florida Administrative Code
- K. Chapter 403, Florida Statutes

1.04. 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/firm designated by the Owner to schedule, inspect and accept for payment, the work covered by this contract document. The M-DCPS authorized representatives will be identified on individual purchase order issued under this contract.

- D. Project

Shall mean a specific planned undertaking consisting of the scope of work defined in the project site scope meeting described in Section 2.00 of these specifications, including all work incidental thereto.

- 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. Acceptance

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. Emergency

Shall be as determined by the M-DCPS authorized representative and shall require the vendor to respond to the site within two (2) hours of notification by the M-DCPS authorized representative. Failure to respond in a timely manner to emergency requests may constitute grounds for termination of this award.

J. Written Notice

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

1.06 PRODUCTS

A. All products used by the vendor shall be in compliance with applicable standards and appropriate for the intended use.

B. The vendor shall ensure that all on-site analytical monitoring equipment used in the operation of the wastewater treatment plant is calibrated to comply with National Institute of Standards and Technology (NIST), and shall provide to M-DCPS a notarized statement certifying such compliance.

1.07 LICENSES, PERMITS AND FEES

A. This work will be generally accomplished under the auspices of the Annual Maintenance Permit issued to each facility. The vendor shall not be responsible for

the cost of obtaining this Permit.

- 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.

1.08 SUBCONTRACTING

All subcontractors shall meet the minimum requirements stated herein.

1.09 DRAWINGS AND SUBMITTALS

- A. The vendor shall submit for the review and approval of the M-DCPS authorized representative any drawings, material specifications, samples and documents as may be required.
- B. Drawings and submittals must be approved by the M-DCPS authorized representative prior to work commencement.

PART 2 EXECUTION

2.00 EXECUTION

All work performed by the vendor shall be accomplished in strict accordance with the applicable articles contained in the references cited in Section 1.03, the specific terms and conditions contained within the purchase order and the general terms and conditions of this contract. Vendor is to perform all work as described herein including, but not limited to, the following:

2.01 VENDOR RESPONSIBILITY

- A. "Daily Log"

The vendor shall maintain a "Daily Log" located at the plant. The vendor's representative shall sign in ink, and clearly print his/her name, date and time of arrival, time of departure, the certification number of the operator(s). The vendor's representative shall also provide a checklist of work performed and test results conducted at each visit. The M-DCPS authorized representative will review the entries for timely completeness and accuracy as often as the representative deems necessary. The logs shall be maintained on site in a location accessible to 24 hour inspection, protected from weather damage and current to the last operation and

maintenance performed. Failure to complete the "Daily Log" on a daily basis may result in M-DCPS recommending that the Board declare the vendor in default and award the remaining portion of the contract to an alternate vendor.

B. Preliminary Field Report

It shall be the vendor's responsibility to prepare an immediate log entry of sufficient detail and literacy to advise anyone reviewing the log to determine what problems existed, how the problems originated, and corrective action taken.

C. Required Time per Site Visit

The vendor shall have a certified Class C, or higher, Operator's license spend a minimum of 30 minutes a day at each treatment facility, six days per week.

D. Record Keeping Requirements

1. The vendor shall maintain and be the custodian of a complete, orderly and chronological record of all compliance monitoring data, including all calibration and maintenance records. A copy of the laboratory certification, showing the certification number must be maintained for a minimum of three years from the date the sample or measurement was taken.
2. The vendor shall maintain copies of all reports required by the permit for a least 3 years from the date the report was prepared.
3. The vendor shall maintain copies of logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The log shall include identification of the plant, the signature and certification number of the operator(s) and the signature of the person(s) making any entries. Additionally, the log shall include; time (in & out) and date, specific operation and maintenance activities, test performed, samples taken and major repairs made. The logs shall be maintained on-site in a location accessible to 24-hour inspection protected from weather damage, and current to the last operation and maintenance performed.

2.02 OPERATION OF THE PLANT

- A. The vendor is responsible for, but not limited to, the execution of all the routine inspections, code regulated inspections tests and corrective actions necessary to assure proper operation of the facilities described herein.
- B. Operation of the plant shall comply with effluent water quality standards of the

Miami-Dade County Environmental Quality Control Board, the Miami-Dade County Code, Section 24-11(2), DERM, FDEP and the EPA.

- C. In the event problems arise which affect the plant operations, the vendor shall report such problems to the appropriate M-DCPS authorized representative by telephone between 7:30 A.M. and 3:30 P.M. Monday through Friday. After 3:30 P.M., and on weekends and holidays problems shall be reported to M-DCPS Energy Management at 305-995-1550.
- D. Within two (2) working days following such verbal notification, a written notification shall be mailed or delivered to the appropriate M-DCPS representative.

2.03 SCHEDULE OF MAINTENANCE

- A. Six days per week, the vendor is required to inspect and wash down the plant, and also record these activities in the "Daily Log".
- B. The vendor shall clean and repair all air lines, air lifts, diffuser tubes and heads, as needed.
- C. The vendor shall lubricate all moving parts per manufacturer's specifications. Lubricating materials shall be of an approved type as specified by the equipment manufacturer. Vendor shall replace all worn, frayed or broken belts. Such replacements must be recorded in the "Daily Log".
- D. The vendor shall clean the equalizing solids separator, as needed. If the equalizing tank overflows, the tank shall be cleaned before the tank is placed back into operation. This cleaning shall be logged in the "Daily Log" when completed.
- E. The vendor shall clean the chlorine contact tank as needed. This cleaning shall be logged in the "Daily Log" when completed.

2.04 SCHEDULE OF TESTS

- A. The contractor shall perform all tests required by the State Board of Health, DERM, EQCB, EPA and any other tests necessary to assure compliance.
- B. During the period of operation authorized by this contract, the contractor shall complete and submit to DERM and the M-DCPS authorized representative, on a monthly basis Discharge Monitoring Report(s) (DMR), Form 62-620.910 (10).
- C. The contractor shall provide monthly and quarterly test performed by Department of Health and rehabilitative Services certified laboratory. Test results shall be mailed

to the appropriate M-DCPS authorized representative.

- D. The following tests shall be conducted and recorded daily, or more frequently, as may be required:
 - 1. Total sewage flow (thousands of gallons per day).
 - 2. Influent PH.
 - 3. Chlorine residual effluent. Minimum chlorine residual of .05 parts per million after a contact period of 30 minutes (based upon peak flow).
- E. The following test shall be conducted weekly, or more frequently, as may be required:
 - 1. MLSS in aeration tank.
- F. The following tests shall be conducted, as frequently as necessary (no minimum frequency) to assure continuous operation of the facility in full compliance with Rule 62-2, Florida Administrative Code, and in accordance with the requirements of the Miami-Dade County Domestic Wastewater Annual Operating Permit.
 - 1. Total suspended solids 15 mg/l maximum.
 - 2. BOD 15 mg/l
 - 3. Fecal coliform bacterial (effluent).
 - 4. Calibration of flow measure device.
 - 5. Backflow preventer tested in accordance with DERM requirements.
 - 6. Monitoring Wells
 - 7. All tests shall be recorded in the "Daily Log" and of forms provided by DERM. Test results shall be mailed to DERM and to the appropriate M-DCPS authorized representative.

2.05 RESIDUALS MANAGEMENT REQUIREMENTS

- A. The method of residuals use or disposal is to transport it to Miami-Dade Water & Sewer Department South District Wastewater Treatment Facility, or any other approved wastewater treatment facility.

- B. The contractor shall be responsible for proper handling, use, and disposal of its residuals and will be held responsible for any disposal violations that occur unless the contractor can demonstrate that the treatment facility to which the residuals are transported has legally agreed in writing to accept responsibility for proper treatment and disposal.

2.06 ADDITIONAL SERVICES

- A. The repair or replacement of any pump, blower, chlorinator, or any other equipment not covered in the base services of this contract must be approved by the M-DCPS authorized representative. The vendor shall report recommendations by telephone before 3:30 P.M., Monday through Friday to the appropriate M-DCPS authorized representative. Within two (2) working days after the verbal notification, a written proposal shall be mailed or delivered to the appropriate M-DCPS authorized representative. The proposal shall include a detail description of the work to be performed and the cost of all material, supplies and labor. The vendor may not commence any repair or replacement of any equipment or systems not covered in this contract unless a purchase order and/or a notice to proceed is issued by the Department of Procurement Management.
- B. Additional services may be authorized at the discretion of M-DCPS for work not included in the base services of this contract, and shall be addressed as follows.
 - 1. The vendor shall note its labor rate on the proposal form.
 - 2. The vendor shall note on the proposal form, miscellaneous parts to be invoiced at manufacturer's most recent list price, less a discount. Manufacturer's price list shall be current and provided with invoice.
 - 3. For any additional services, the vendor shall provide M-DCPS, in the form of a proposal, a complete description of the work to be performed, labor hours and parts list. M-DCPS reserves the right to reject any and all proposals and award work to contractor(s) not awarded on this bid at the sole discretion of M-DCPS.

PART 3 PROTECTION AND CLEANUP

- A. The vendor shall take all necessary steps to provide a safe work environment for the occupants of the schools and facilities and the general public in and around the work area and while the work is being performed. The vendor shall conform to all applicable OSHA, Federal, State and local codes, regulations and statutes while performing work under this contract, and shall assume full liability for compliance with all regulations, codes and laws pertaining to the safety and protection of workers

and persons occupying the property or any adjacent property. Any fines and/or penalties levied or imposed by any authority having jurisdiction due to failure of the vendor to comply with these requirements shall be borne solely by the vendor.

- B. The vendor shall provide temporary fencing or barricades to protect students, faculty, staff and/or members of the general public. All safety hazards which might present a threat to life safety must be removed immediately. A working perimeter must be clearly established by providing physical barriers and shall be monitored for trespassers during the course of the work.
- C. During the execution of the work, the vendor shall take all necessary, ordinary and extraordinary precautions to insure that M-DCPS property is 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.
- D. Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.
- E. It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances.
- F. Vendor, its employees and /or assigns shall not use M-DCPS restroom, cafeteria, lounge, dumpsters, equipment, etc. without expressed written permission prior to commencement of project from the M-DCPS authorized representative.
- G. Vendor's materials, equipment and tools which are not in use shall be stored in a secured location supplied by the vendor.
- H. M-DCPS is not responsible for loss of tools, equipment or supplies.
- I. Site shall be left in a clean and neat condition upon completion of work.

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.
- B. M-DCPS reserves the right to cancel this contract, or any portion of the work performed under this contract, if material or procedures are used other than those

specified.

- C. In the event that the vendor fails to comply with all of the terms and conditions of this contract, or fails to perform any of the services in a satisfactory manner in accordance with the stipulations of individual purchase orders, 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 the cost of such work being borne by the vendor. Exercise of this provision shall not preclude the Owner from taking additional actions against the vendor, which may include declaring the vendor in default, and/or cancellation of the individual purchase orders issued to the vendor.
- D. Any fines and/or penalties levied against the owner by any agency or individual of jurisdiction which are a result of the vendor's negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances, shall be borne solely by the vendor.

PART 5 WARRANTY

- A. All repair work and/or equipment replacement performed by the vendor shall be warranted for a minimum period of one year after final acceptance. All work, material and hardware shall be free from defects during the entire warranty period. All defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period shall be corrected by the vendor at no cost to the Board. If the vendor, after notice, fails to comply with the terms of the warranty, M-DCPS may have the defective work corrected and the vendor will be liable for all expenses incurred. Such action by M-DCPS shall not relieve the vendor of further responsibilities.

PART 6 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 7 INVOICING

- A. The invoice shall be submitted to the M-DCPS authorized representative as identified on the purchase order within five working days of completion of the work. The invoice document shall contain the following information:
 - 1. M-DCPS purchase order number (P.O.# and Release #, when appropriate).

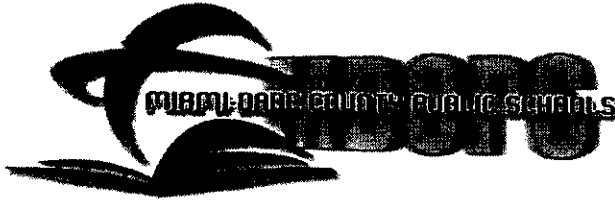
2. Line item number of work performed with quantities, descriptions, unit prices and totals per line items.
 3. Start and completion date(s) of work performed.
 4. Work location where services were provided.
 5. The vendor shall provide a copy of the disposal ticket issued by the disposal site, indicating volume, cost of disposal and disposal site.
 6. For Additional Services the vendor shall include the following:
 - a. Hours worked
 - b. A work ticket signed by school based personnel, preferably the Zone Mechanic, which shows hours worked each day for each project.
- B. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Work found to be deficient will be corrected by the vendor at the vendor's expense prior to any payment being made. The vendor will not be compensated for waste and/or surplus materials.
- C. Invoices not submitted in accordance with the above procedures will not be processed for payment and will be returned to the vendor.

PART 8 AUDIT AND INSPECTION OF RECORDS

The vendor agrees that M-DCPS, or any of its agents or authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other books, records, and accounts pertaining to the work performed under this contract. Further, the vendor agrees to maintain all records related to this contract for a minimum of three years after completion of the contract.

Reference Sheet

Bid #086-CC04
Wastewater Treatment Facilities



Bidder: _____

Contact: _____

Service Representative: _____

Email _____

Phone _____

Fax _____

Email _____

Phone _____

Fax _____

Technician:
Certifications:
Technician:
Certifications:
Technician:
Certifications:

URL: _____

Years in Business: _____

Please list below a minimum of 3 of your most recent references. References will be verified.

References: Company	Contact	Address	Phone	Type of equipment	Quantities of computers	Year of Installation

Please attach resumes, certifications, occupational license, and insurance.

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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