

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

on Northeast Second Avenue Miami, FL 33132

BIDDER QUALIFICATION FORM BID NO. 101-HH12			Direct all inquiries to Procurement Mar Services.	Direct all inquiries to Procurement Management Services.	
			BUYER NAME: Harry Eschbach		
	TITLE	Wastewater Treatment	Facilities	E-MAIL ADDRESS; eschbachh@dadescho	ols.net
had h sur	F E E Rose Dates	Operate & Maintain		PHONE: (305) 995-1358	nn-y
		Opusan a mannan		FAX NUMBER: 305-523-3361	
	*24 6		ha- 4 2000 .	TDD PHONE: (305) 995-2400	Married and a second
Aver	nue, Miami, F	oted until 2:00 PM on <u>Sep</u> L 33132, at which time they wi ons to Bidders, para. IV.B.)	ill be publicly opened. Bid	room 351, School Board Administration Building, is may not be withdrawn for <u>180</u> days after op	1450 NE 2n ening.
subs	equent purch	of the bid by the vendor, acce hase orders issued against said to other contract documents sh	d award shall constitute a	bid by The School Board of Miami-Dade County, binding, enforceable contract. Unless otherwise stip	Florida, an oulated in th
Politica C		CERTIFICATION AND IDEN			
	s	ubmitting a bid for the same m	aterials, supplies, or equi	agreement, or connection with any corporation, firm pment, and is in all respects fair and without collusion at I am authorized to sign this bid for the bidder.	n, or person on or fraud.
	B. V	/endor certifies that it satisfies /liami-Dade County, Florida.	all necessary legal requ	irements as an entity to do business with The Sch	
	C	certify agreement with the Sch code and all applicable School F-1.025)	nool Board of Miami-Dade Board contracting and pr	County Business Code of Ethics, and agree to cor ocurement policies and procedures. (School Board	nply with thi Rule 6Gx13
1.	INDEMN	IIFICATION			
	damage, court count the performance due to our of the in	, injury, liability, cost or expens ets arising out of bodily injury ormance of this contract (inclu r caused in part by the neglige	se of whatsoever kind or reto persons, including deading goods and services ence or other culpability o	mnities (as hereinafter defined) against any claim, lature including, but not by way of limitation, attorned th, or damage to tangible property arising out of or provided thereto) by or on behalf of the Bidder, while the indemnity, excluding only the sole negligence unities: The School Board of Miami-Dade County	ey's fees and incidental to hether or no or culpability
II.	PERFOR	RMANCE SECURITY, is requir	red on this bid. YES	NO Z	
		INSTRUCTIONS TO BIDDER D BE FURNISHED:	RS, para. VII./IF PERFOR	MANCE SECURITY IS REQUIRED, PLEASE INC	CATE THE
		Performance Bond	Check (Cashier's, Certified, or equal)	
		(Bidder is r e of Vendor	equested to use blue	on the Bidder Qualification Form. ink, do not use pencil)	
388					***************************************
888°				Zip Code	200
T	elephone	No.	Fax No.		
E	-mail Ado	iress	***************************************		
88		ıre (Original)			
0	f Authorize	ed Representative	······································	Date	
N	ame (Type	ed or Printed)			
0	f Authorize	ed Representative		Date	

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

School Board Rule 6Gx13-3F-1.025. Pursuant to 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
SQUARESTANTION OF THE PROPERTY		

LOBBYISTS

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

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a <u>Cone of Silence</u> from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

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.
- PERFORMANCE SECURITY shall not be submitted with the bid.
 The form of performance security the bidder will submit, when required to do so, must be furnished.
- 2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.
- B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.
- 1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:
 - A. Specifications
 - B. Special Conditions
 - C. Instructions To Bidders
- 2. FOR M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.
- C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.
- ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.
- 2. PRICES are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.
- 3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

- A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.
- B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to complete bid proposal in ink.
- Use of pencil is prohibited.
- 2. Do not erase or use correction fluid to correct an error.
- 3. All changes must be crossed out and initialed in ink.

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

- C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.
- D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.
- F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

- A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:
- The Board no longer requires the supplies, services, or construction;
- The Board no longer can reasonably expect to fund the procurement;
- A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
- Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
- B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

- 1. Identify the solicitation;
- 2. Briefly explain the reason for cancellation; and
- 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 days after the date the notice of protest is filled. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.
- C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064.

VI. AWARDS

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

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

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

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

D. TERMINATION FOR CONVENIENCE

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

- E. PURCHASE ORDERS mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.
- F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13-8C-1.064. 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 rule 6Gx13-3F-1.023.
- G. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

1. Awards Greater than \$500,000

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

Minimum Rating by A.M. Best
None
B + or NA-3
No Minimum Class
A- Class IV
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.

- Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.
- D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment

VIII.SAMPLES

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

- A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.
- B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.
- C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.
- D. Samples should be delivered to the following address:

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

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

- E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.
- F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.
- G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

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

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made;

otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

- B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:
- 1. Bid Number And/Or Purchase Order Number
- 2. Vendor's Name And/Or Trademark
- 3. Name(S) Of Item(S) Contained
- 4. Item Number(S) With Quantity(les)

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
- Quantities and Units
- 4. Price Extensions
- 5. Total price of all items on invoice
- D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. 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 Title 34. Section 80.36(I) and

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

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

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

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo

identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1,024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the abovereferenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

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

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

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

XXI. CONFLICT OF INTEREST

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

XXII. PUBLIC RECORDS LAW

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

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.:	101-HH12
BID TITLE:	Wastewater Treatment Facilities
BID OPENING DATE:	September 4, 2008

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)
	Other, (Frease specify)
	do not want to be retained on your mailing list for future bids for this type 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.		Telephone/Fax/Contact Person
***************************************	Federal Employer Identification Number	omagono i producio -
Or		Telephone number
	Owner's Social Security Number	Total and the state of the stat
18.		Fax number
Name of Firm, Inc	dividual(s), Partners or Corporation	MANIMINISTER PRINCIPAL STATE OF THE PRINCIPAL
		Contact Person
	Street Address	
City	State Zip Code	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		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

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 #101-HH02

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.
- 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.

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(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 Mrs. La-Chane Faison at 305- 995-7133.

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BID PROPOSAL FORM (FORMAT A)	TO: THE SCHOOL BOARD	OF MIAMI-DADE COUNTY FLORIDA
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SPECIAL CONDITIONS

- 1. PURPOSE: The purpose of this bid is to establish a contract, at firm unit prices, to furnish the necessary personnel, all labor, supervision, materials, equipment, services, permits, licenses and insurance, transportation and otherwise doing all things necessary for or incidental to the Operation and Maintenance of Wastewater Treatment Plants (WWTPs), at Pinecrest Elementary, Redlands Schools, for Regulatory Compliance, in full compliance with appropriate Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations. The term of the bid shall be one (1) year from date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardees, be extended for four (4) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may, if consider extending, request a letter of intent to extend from the awardees(s), prior to the end of the current contract period. The successful vendor(s) agrees to this condition by signing its bid.
- 2. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by Fax or E-mail to:

Mr. Harry Eschbach Buyer
Procurement Management
Fax No. 305-523-3361
E-mail: eschbachh@dadeschools.net

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

Ileana Martinez, School Board Clerk Miami-Dade County Public Schools The Office of Superintendent of Schools 1450 N.E. 2nd Avenue, Room 268B Miamì, Florida 33132 Fax No. 305-995-1448

E-mail: martinez@dadeschools.net

3. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

http://procurement.dadeschools.net/

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMATA)	TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA		
BID	BUYER	PAGE	
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TITLE			
Wastewater Treatment F	acilities - Operate and Maintain		

SPECIAL CONDITIONS (CONTINUED)

4. **SITE INSPECTION:** Prospective bidder(s) are encouraged to make site inspections, at the two (2) existing 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. M-DCPS representatives are 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. The site inspection coordinator will be:

Mr. Charles Stafford 12525 N.W. 28th Avenue Miami, FL 33167 305-995-7986 Phone 305-995-7966 Fax 786-229-5399 Cell

1st tour site: Pinecrest Elementary – 10250 S.W. 57 Avenue, Miami, FL 33156

2nd tour site: Redlands Schools – 1600 S.W. 248 Street, Homestead, FL 33031

- 5. **AWARD:** The School Board of Miami-Dade County will award a contract to two (2) lowest responsive and responsible bidders who demonstrate by reference and credentials that they meet the specifications of this solicitation. Bidder's pricing tendered at the time of bid opening will be used in the evaluation process to determine the lowest bidders. The first lowest bidder will become the Primary Vendor for operating and maintaining wastewater treatment facilities. In the event the **Primary** vendor is unable to perform, M-DCPS reserves the right to assign work simultaneously to the **Alternate** vendor.
- 6. **ASSIGNMENT:** The successful vendor(s) shall not assign, transfer, pledge, or hypothecate any portion of the awarded contract, without prior written consent of M-DCPS.
- 7. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.

MIAMI-DADE COUNTY PUBLIC SCHOOLS					
BID PROPOSAL FORM (FORMAT A)	TO: THE SCHOOL BOARD	OF MIAMI-DADE COUNTY FLORIDA			
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SPECIAL CONDITIONS (CONTINUED)

- 8. **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. This insurance specification shall apply to all subsequent extension periods, and bidder should consider anticipated insurance cost increases, when tendering its hid
- 9. **WARRANTY:** The warranty for repairs and replacement equipment 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 or acceptable solution.
- 10. **IDENTIFICATIONS:** All employees or subcontractors of the vendor shall wear proper identification while conducting business on School Board property.
- 11. **REFERENCES:** Bidder(s) are required to submit three (3) references, with bid or within five (5) days of request from opening from companies they have contracted with, for the same type of services being procured. References may be from other school districts or large establishments within the past two years, and shall include name, address, contact person, phone and fax numbers, and length of contract, in order to verify satisfactory performance. Failure to do so may result in the bidder not being considered for award. A record of unsatisfactory performance with references may result in the bidder not being awarded a contract.
- 12. **VENDOR INFORMATION SHEET**: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the 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 be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.
- 13. 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.
- 14. **BID SUBMITTALS:** Bidders are requested to submit the original bid and proof of all information requested, in accordance with Specification 1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS. Please provide license

MIAMI-DADE COUNTY PUBLIC SCHOOLS					
BID PROPOSAL FORM (FORMAT A)	TO: THE SCHOOL BOARD	OF MIAMI-DADE COUNTY FLORIDA			
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SPECIAL CONDITIONS (CONTINUED)

- 15. **CODES AND PERMITS:** All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.
- 16. **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).

17. **NON-EXCLUSIVITY CONTRACTS:** The Board reserves the right to award other contractors and/or perform work herein described with its employees.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS

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 bid is to establish a contract, at firm unit prices, to furnish the necessary personnel, all labor, supervision, materials, equipment, services, permits, licenses and insurance, transportation and otherwise doing all things necessary for or incidental to the Operation and Maintenance of Wastewater Treatment Plants (WWTPs), at Pinecrest Elementary, Redlands Schools, for Regulatory Compliance, in full compliance with appropriate Miami-Dade County Department of Environmental Resource Management (DERM) and Florida Department of Environmental Protection (FDEP) regulations.

B. General

The vendor is responsible for providing all labor, supervision, equipment, materials, and transportation necessary to perform the work required under this contract. Vendor shall do so in a manner that is safe, efficient, and in full compliance with all applicable codes and regulations imposed by regulatory agencies 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. Vendor shall perform routine maintenance, which does not require additional charges and extensive labor. Non-routine repairs are those, which require special tools, equipment and extensive labor resulting from normal wear and tear. Such repairs shall be based on the fee schedule rates for labor, Items 1C and 2C of the Bid Proposal Form (Format B).

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

C. Working Day

The normal working hours for M-DCPS Maintenance Operations are between 7:00 a.m. to 11:00 p.m., Monday through Saturday.

As directed, the vendor shall work a schedule set by the M-DCPS authorized representative that may include: work during school hours, prior to or after school hours, school recess periods, Saturdays and/or Sundays, Board authorized holidays or legal holidays, at no additional cost to the Board.

D. Document Review and Site Inspection

- 1. Prospective vendors are encouraged to inspect all schools, facilities and sites covered by this solicitation to familiarize them 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, any part of the specifications or to visit the site and become acquainted with the nature and location of the work, 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 or scope of work.

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.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

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. The vendor shall correct deficiencies noted within a time certain period, 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 cured 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.

Vendors are encouraged to review any maintenance manuals, which are available in the Regulatory Compliance office, located at: 12525 N.W. 28 Avenue, Miami, Florida. (Note: Documentation does not exist for all locations).

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.

Wastewater Treatment Facilities – Operate and Maintain

SPECIFICATIONS (CONTINUED)

ADDENDUM NO. 1

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 drain fields.

1.02 VENDOR QUALIFICATIONS AND REQUIREMENTS

- A. At the time of the bid opening, and throughout the term of the contract and all subsequent extensions, the successful bidder(s) must be qualified and properly licensed to perform the scope of the work described herein. The vendor shall possess a Certified Plant Operator License, minimum Class "C", issued by the State of Florida, Department of Professional Regulation. The vendor or its subcontractor(s) shall have a valid Miami-Dade County Liquid Waste Transporter Permit, and a valid Occupational License issued by Miami-Dade County. Vendor shall submit the names of subcontractor(s) and qualifications, with its bid or within three (3) days upon request. The unit price bid shall fully reflect subcontractor's cost, and shall not result in any additional cost to the Board, subsequent to award of contract.
- B. Prior to award of this contract, the vendor shall provide a minimum of three references for similar work performed within the South Florida area within the last three years, prior to bidding this contract.
- C. Should we require "signed and sealed" documents by a Florida Registered design professional, for any work under this contract, such shall be considered incidental to the work, and shall be provided by the vendor. Documents shall be subject to review and approval by a Building Code Consultant, assigned by the Miami-Dade County Public School's Building Officer.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

- 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 the 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. If in the sole opinion of M-DCPS, the vendor Employees and/or of the vendor or its subcontractor(s) which, in the, 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 material men 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.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

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
- L. State of Florida Domestic Wastewater Facility Permit
- M. DERM Domestic Wastewater Annual Operating Permit

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.

Wastewater Treatment Facilities – Operate and Maintain

SPECIFICATIONS (CONTINUED)

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.

Wastewater Treatment Facilities – Operate and Maintain

SPECIFICATIONS (CONTINUED)

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. The M-DCPS authorized representative prior to work commencement must approve B. Drawings and submittals.

Wastewater Treatment Facilities – Operate and Maintain

SPECIFICATIONS (CONTINUED)

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, Plant Operator's license, spend a minimum of 30 minutes a day at each treatment facility, six days per week, during normal working hours. Vendor is to check in at the main office and obtain a signature verification of arrival and departure time Monday thru Friday and on weekends when the office is open.

Wastewater Treatment Facilities – Operate and Maintain

SPECIFICATIONS (CONTINUED)

D. Record Keeping Requirements

- 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 any and all issued permits for at 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.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

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.

Wastewater Treatment Facilities – Operate and Maintain

SPECIFICATIONS (CONTINUED)

- 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:
 - 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/1 maximum.
 - 2. BOD 15 mg/1
 - 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.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

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 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 bill 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.

Wastewater Treatment Facilities – Operate and Maintain

SPECIFICATIONS (CONTINUED)

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. The vendor at the vendor's sole expense shall correct any such damage. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- Vendor shall not block exits, hallways, corridors, driveways delivery areas, nor impede ingress or egress.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

- E. It is the responsibility of the vendor to keep the site free from excess vegetation, 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 ten (10) calendar 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.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

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. The vendor at no cost to the Board shall correct all defective material, improper workmanship, and other substandard conditions documented by M-DCPS within the warranty period. 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.

Wastewater Treatment Facilities - Operate and Maintain

SPECIFICATIONS (CONTINUED)

- 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
 - 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.

PART 9 M-DCPS RESERVES THE RIGHT TO:

A. By mutual agreement with the vendor, facilities and/or wastewater treatment plants may be added to this contract. The fee for such additions will be based upon similar equipment already under contract.

The School Board of Miami-Dade County, Florida Bid No. 101-HH12 Wastewater Treatment Facilities - Operate and Maintain

BIO PROPOSAL FORM (FORMAT B) Type or print in this box the complete name of the bidder: PLEASE PROVIDE ALL OF THE REQUESTED INFORMATION BELOW: NAME OF BIDDER: Bid No.: 101-HH12 Tise: WASTEWATER TREATMENT FACILITIES - OPERATE AND MAINTAIN Buyer, H.Eschbach ITEM DESCRIPTION OF ITEM 12 MONTHS UNIT PRICE ESTIMATED QTY. Furnish the necessary personnel, all labor, supervision, materials, equipment, services, permits, licenses and insurance, transportation and otherwise doing all things necessary for or incidental to the Operation and Maintenance of Wastewater Treatment Plants (WWTPs), at Pinecrest Elementary and Redlands Schools, in accordance with the attached specifications, and all other terms and conditions of this bid. Items 1A through Item 3 will be awarded on a total low bid basis, to a (Primary) and one (Alternate) vendor. Bidder must bid all items in order to be considered for an award. Pinecrest Elementary: Six (6) days per week, Monday through Friday, and Saturday or Sunday, at a trivimum of 30 minutes each day, perform 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 Poliution Control Board. 12 months 4 Pumping and disposal 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 100,000 gallons В price per gallon C Additional Services (Labor Only). 150 price per fuour hours

The School Board of Miami-Dade County, Florida Bid No. 101-HH12 Wastewater Treatment Facilities - Operate and Maintain

		BIO PROPOSAL FORM (FORMAT S)	29					
		Type or print in this box the complete name of the bidder:			Please provide all of the requested information below:			
		Bid No.: 101-HH12			NAME OF BIDDER:			
		Title: WASTEWATER TREATMENT FACILITIES - OPERATE AND MAINTAIN			THE PROPERTY OF THE PROPERTY O			
		Buyer: H.Eschbach						
ITEM		DESCRIPTION OF ITEM	12 MONTHS ESTIMATED QTY.	UNIT	PRICE			
2	Α	Rediands Schools: Stx (6) days per week, Monday through Friday, and Saturday or Sunday, at a minimum of 30 minutes each day, perform maintenance and all testing required by the State Board of Health, the Department of Environmental Resource Management (D.E.R.M), and Mami-Dade County Poliution Control Board.	12	months	\$			
		Pumping and disposal 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.	100,000	gallons	price per gallon			
	С	Additional Services (Lebor Only).	150	hours	brice bet your			
3		Parls and Supplies Mark-up.	\$25,000	arnuai estimated parte cost	of Mark-up on annual estimated parts cost,			
		M-DCPS DOES NOT PAY FOR WINDSHIELD TIME OR CARRIER COST TO PICK-UP OR DELIVER PARTS. BIDDER IS RESPONSIBLE FOR DETERMINING THE PARTS REQUIRED TO COMPLETE A REPAIR, ORDERING, AND DELIVERING PARTS TO JOB SITE.						

Th School Board of Miami-Dade County, Florida Bid No. 101-HH12

Wastewater Treatment Facilities - Operate and Maintain

BID PROPOSAL FORM (FORMAT B)	****			
Type or print in this box the complete name of the bidder:			PLEASE PROVIDE A INFORMATION BELO	LL OF THE REQUESTED DW:
Bid No.: 101-HH12			NAME OF BIDDER:	MANAGEMENTAL MERCHEN MENGEN MENGEN MENGEN MENGEN VERSIEN VERSI
Title: WASTEWATER TREATMENT FACILITIES, OPERATE AND MAINTAIN			Profesional	
Buyer: H. Eshbach			No. of the Control of	
M DESCRIPTION OF ITEM	12 MONTHS ESTIMATED QTY.	UNIT	PRICE	
VENDOR SHALL INDICATE WARRANTY ON REPAIR WORK AND/OR EQUIPMENT REPLACEMENT, IF GREATHER THAN ONE YEAR				
Before completing any portion of this solicitatio enumerated below, and also the Special Condicompleted fully as indicated below.	,		, ,	
Occupational License (OL) number and effective date.	LICENSE NO. & EFF	ECTIVE DA	TE: (Please enclose a c	current copy of your OL)
Miami-Dade County, Liquid Waste Transporter Permit, number and effective date.	LICENSE NO. & EFFI Permit)	ECTIVE DA	TE: (Please enclose a c	surrent copy of your Transporter
	License)		TE: (Please enclose a c	urrent copy of your Operators
State of Florida, Department of Environmental Certified Domestic Waste Water Plant Operator License, number and effective date.	LICENSE NO. & EFFE Operators License)	ECTIVE DAT	E: (Please enclose a ci	urrent copy of your Plant

"Certification Information/Reference Sheet"

Bid No. 101-HH12

Wastewater Treatment Facilities - Operate and Maintain



Bidder:		Email:						
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Please list below 3 of vo	ur most recent references :	and indicate the type	of service provide	ded for each c	lient Roferon	rae will be werified		
Also, please review and	respond to Specification 1.	.02 B. M-DCPS reser	ves the right to r	equest 3 letter	s of reference	cos min me Actillog'		
Company	Contact	Addres		Phone	Fax	Type of service or		
						repair provided		
