

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:
A. Roundtree
PHONE: (305) 995-2346
TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 122-AA02 BID TITLE Waste Removal: Oily Rags and Oil Filters, Hazardous/
Non-Hazardous Material

BIDS WILL BE ACCEPTED UNTIL 2:00 PM ON 3/13/01 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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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 indemnities (as hereinafter defined) against any claim, action,
loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation,
attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property
arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on
behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity,
excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The
School Board of Miami-Dade County, Florida 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 its 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. Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.

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, 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 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.

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;
- 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

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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 their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, 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 re-bids. 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 995-1375 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 protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, bidders may invoke the provisions of §120.569, Fla. Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat. must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. 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 awardee 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 that 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 \$500,000

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

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

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

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph 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 their 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.

VII. **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.

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C. Bidder must obtain, from the Materials Control Section 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 CONTROL TESTING
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 the Materials Control Section for further details.

VIII. 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 re-bid 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, Room 602, School Board Administration Building, 1450 N.E. 2 Avenue, Miami, Florida 33132. 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 its 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.

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

Revised April 1999

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 #122-AA02

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 122-AA02	BUYER A. Roundtree	PAGE SC1
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TITLE Waste Removal: Oily Rags and Oil Filters, Hazardous/Non-Hazardous Material

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed, from August 1, 2001 through July 31, 2002 and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for two additional one year periods and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through the Bureau of Procurement and Materials Management, may, if considering to renew, request a letter of intent to renew 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. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

2. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.

3. **AWARD:** In the best interest of the School Board of Miami-Dade County, Florida, award of this contract may be to a primary and one alternate contractor, per group, based on the lowest responsive responsible contractor meeting all specifications. In the event that the primary contractor is unable to perform, M-DCPS reserves the right to assign work simultaneously to the alternate contractor.

4. **ADDITIONAL WORK, EMERGENCIES AND OTHER EXCEPTIONS:** If, during the term of the contract, additional services are required, M-DCPS reserves the right to obtain written quotations itemizing all requirements, and assign to other contractors not awarded this bid.

5. **PRICES:** Prices shall include all labor, supervision, materials (including labeled drums), equipment, transportation, profiles, disposal and services.

6. **RESPONSE TIME:** The awarded contractor(s) shall respond to normal service requirements within **72 hours** after notification by the designated M-DCPS authorized representative and the receipt of a purchase order. Where an emergency is deemed to exist, the contractor(s) shall respond within **6 hours** after notification. Failure to respond in a timely manner may result in termination of the contract. **Emergency Response Hazmat cleanup will require a response with 3 hours of notification.**

7. **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.

8. **COMPLETION DATES:** Deadlines for the services required shall be determined by the size and complexity of the work. M-DCPS will assign completion dates with each purchase order. A vendor's inability to complete the work, within this time period, will be cause to find the vendor(s) unable to perform and will be ineligible for new work until the project is completed.

BID	085-AA02	BUYER	A. Roundtree	PAGE	SC2
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TITLE	Waste Removal: Oily Rags and Oil Filters, Hazardous/Non-Hazardous Material
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SPECIAL CONDITIONS CONTINUED

9. **QUALIFICATIONS:** The successful vendor(s) shall be duly licensed to collect and transport hazardous and non-hazardous industrial waste material in Miami-Dade County, Florida and shall be able to show evidence of having been licensed to and of having performed such work for a minimum of two (2) years prior to the date of this bid opening.
10. **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.
11. **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).

The School Board of Miami-Dade County, Florida

Bid #122-AA02

Waste Removal: Oily Rags and Oil Filters, Hazardous/Non-Hazardous Material

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the
complete name of the bidder:

Bid #122-AA02

Title: Waste Removal: Oily Rags and Oil Filters,
Hazardous/Non-Hazardous Material

Buyer: Amos C. Roundtree Jr.

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
	Provide all labor, supervision, materials, equipment, transportation and services necessary for the removal and disposal of waste as listed, in accordance with all specifications attached, and in compliance with all local, state and federal regulations. GROUP I - Items 1 and 2 to be awarded on a total low bid basis. Vendor(s) must bid both items.				
1	Oily Rags - Vendor shall provide empty drums after each pick-up.	230	55 Gallon Drum		
2	Oil Filters - Vendor shall provide empty drums after each pick-up.	230	55 Gallon Drum		
	NOTE: Per the Florida Department of Environmental Protection (DEP) and The Florida Department of Education, vendor(s) shall submit a letter, prior the award, stating no waste containing used oil filters will be taken to a landfill in case of an incinerator shutdown.				
	GROUP II - Items 3a and 3b will be awarded on a total low bid basis. Vendor(s) must bid both items.				
3	Photographic waste materials including: Drums, materials, labor transportation and disposal. a. Fixer and Developer bulked in 55 gallon drum.	18	55 Gallon Drum		
	b. Fixer and Developer bulked in 30 gallon drum.	8	30 Gallon Drum		

The School Board of Miami-Dade County, Florida

Bid #122-AA02

Waste Removal: Oily Rags and Oil Filters, Hazardous/Non-Hazardous Material

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the
complete name of the bidder:

Bid #122-AA02

Title: Waste Removal: Oily Rags and Oil Filters,
Hazardous/Non-Hazardous Material

Buyer: Amos C. Roundtree Jr.

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
	GROUP III - Items 4 through 9 to be awarded on a total low bid basis. Vendor must bid all items.				
4	Chemistry Laboratory Lab-Packs, all waste code categories.				
	a. 55 gallon drum	27	55 Gallon Drum		
	b. 30 gallon drum	35	30 Gallon Drum		
	c. 5 gallon drum	42	5 Gallon Pail		
5	Preserved Specimens/Biological Waste, in alcohol.				
	a. 55 gallon drum	5	55 Gallon Drum		
	b. 30 gallon drum	2	30 Gallon Drum		
6	Preserved Specimens/Biological Waste, in formaldehyde.				
	a. 55 gallon drum	20	55 Gallon Drum		
	b. 30 gallon drum	10	30 Gallon Drum		
7	Ballasts/Transformers containing PCB'S.				
	a. 55 gallon drum	5	55 Gallon Drum		
	b. 30 gallon drum	4	30 Gallon Drum		
8	Certified Laboratory Analysis and Testing	0			
	a. Sampling (including sample bottle, sampling equipment shipment and labor of chemist).	5	Per Sample		
	b. Ignitability	5	Per Test		
	c. Reactivity	5	Per Test		
	d. Corrosivity	10	Per Test		
	e. Flashpoint	5	Per Test		
	f. Total Cyanide	5	Per Test		
9	Emergency Response Hazmat Cleanup (Vendor must respond within 3 hours of notification.	2	Per Mobilization		

The School Board of Miami-Dade County, Florida

Bid #122-AA02

Waste Removal: Oily Rags and Oil Filters, Hazardous/Non-Hazardous Material

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the
complete name of the bidder:

Bid #122-AA02

Title: Waste Removal: Oily Rags and Oil Filters,
Hazardous/Non-Hazardous Material

Buyer: Amos C. Roundtree Jr.

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
	Miscellaneous: Vendors are requested to attach miscellaneous fee schedules for services not covered. Fee schedule to include but not limited to:				
	Emergency Response Services				
	Routine Response Services				
	Materials				
	Labor Rate \$ _____ per man hour				
	NOTE: MISCELLANEOUS FEE SCHEDULES WILL NOT BE USED FOR BID EVALUATION.				

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

**WASTE REMOVAL HAZARDOUS/NON-HAZARDOUS
SPECIFICATIONS**

PART 1 - GENERAL

1.00 - SPECIAL CONDITIONS

1.01 - REFERENCES:

- A. Environmental Protection Agency, (EPA).
- B. The Department of Transportation for both the State of Florida and the Federal Government, (DOT).
- C. The Department of Environmental Resources Management, (DERM).
- D. Florida Department of Environmental Protection, (FDEP).
- E. The Department of Education of the State of Florida, (DOE).
- F. Code of Federal Regulations, (CFR).
- G. Resource Conservation & Recovery Act, (RCRA).
- H. Florida Department of Health.
- I. Occupational Safety and Health Administration (OSHA).

1.02 - DEFINITIONS:

- A. Owner:
Shall mean The School Board of Miami-Dade County, Florida, also referred to as MDCPS or the Board.
- B. Authorized MDCPS Representative:
Shall mean the individual/firm designated by the owner to schedule, inspect and accept for payment, the work covered by this contract document.
- C. Contractor(s):
Refers to the person, firm or corporation authorized to do business in the State of Florida, to whom a contract has been awarded directly from the Board for the performance of the work described by these documents.
- D. Award Date:
Shall be the date of the regularly scheduled School Board meeting when formal action is taken by the Board for award of contract.
- E. Performance:
Shall mean to furnish all supervision, labor, materials, equipment, transportation and services required for completion of the work.
- F. Acceptance:
Shall mean work that has been inspected and approved by the MDCPS authorized representative as being completed in accordance with contract documents.

- G. **Work Delay:**
Shall mean such situations preventing contractor(s) from starting, continuing or completing work at which time the authorized representative or designee is to be contacted.
- H. **Written Notice:**
Shall mean delivery of certified or registered letter to the contractor(s). Delivery of certified or registered letter to the last business address known shall constitute proper notice if no individual can be contacted.
- I. **Emergency Response:**
Immediate response by the contractor(s) to a situation or occurrence of a serious nature that develops due to acts of nature or any other life threatening situation for building occupancy or as determined by the MDCPS authorized representative.
- J. **Sub-Contractor:**
A person or company who enters into an agreement with a vendor or contractor and assumes some of the contractual obligations of the primary contractor(s).

1.03 - WORK REQUIREMENTS:

- A. **Scope:**
The purpose and intent of this invitation to bid is to establish a term contract to provide hazardous and non-hazardous waste handling and removal services for all MDCPS locations. The contractor(s) is responsible for providing all labor, material and equipment necessary to perform all work required under the terms of this contract and shall do so in a manner that is safe, efficient, legally, and environmentally acceptable. The contractor(s) shall respond to normal service requirements within **72 hours** after notification by the designated MDCPS authorized representative and the issuance of a purchase order. The contractor(s) shall be responsible for cleanup and required notifications of any spill that occurs during the contractor's handling of and transportation of hazardous materials. Cleanup and required notifications shall be performed in accordance with all applicable rules, regulations, and State and Federal laws.
- B. **Work Included:**
Provide all labor, material, equipment and services necessary for the transportation and proper disposal of hazardous and/or non-hazardous material in accordance with all applicable Federal, State, and Local regulations.
Contractor(s) shall provide the following types of disposal services as needed.
1. Incineration.
 2. Fuels blending operation.
 3. Permitted landfill.
 4. Recycle/Reclaim
 5. Site for disposal of soil or absorbents contaminated with petroleum products .
 6. Thermal treatment facility (stationary and mobile).

- C. **Work Day:**
The normal working day for MDCPS is ordinarily between 7:00 A.M. and 3:30 P.M., Monday through Friday. The contractor(s) will communicate with the MDCPS authorized representative supervising the contract(s) and the school site administrator to schedule specific projects during school hours.
- D. **Peak Periods:**
Upon request by the MDCPS authorized representative, the contractor(s) is obligated to work during school off hours, recessed periods, school authorized holidays and legal holidays.
- E. **Site Inspection:**
Prospective contractor(s) is encouraged to make site inspections of typical schools or facilities to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that can be implemented with minimal disruption of the school day. The MDCPS authorized representative is available to answer questions regarding normal work load, average job size, special conditions, and problems previously experienced by other contractor(s). Failure to consider the unique problems, safety considerations, or other conditions shall not entitle the awarded contractor(s) to additional monies after bid award.
- F. **Emergency Response:**
Where an emergency is deemed to exist by the MDCPS authorized representative, the contractor(s) will be required to respond on a verbal notice to proceed issued by the Bureau of Procurement and Materials Management. This response must result in the arrival of a work crew at the affected site within **six (6) hours**. Failure to respond in a timely manner to these emergency requests shall constitute grounds for termination of this contract(s). Hazmat cleanup response will require a **three (3) hour** response.
- G. **Award:**
This contract may be awarded to a primary contractor and one (1) alternate contractor, based on the lowest responsive, responsible contractor(s) meeting all specifications. In the event that the primary contractor is unable to perform, at its sole discretion, MDCPS reserves the right to assign work simultaneously to the alternate contractor.
- H. **Termination of Contract:**
1. Miami-Dade County Public Schools, may within 30 days after written notice to the contractor(s), terminate the contract if the contractor(s) has failed to perform the work satisfactorily in accordance with the terms and conditions specified herein. MDCPS shall be the sole judge of nonperformance.
 2. Miami-Dade County Public Schools may terminate the contract, without cause, upon thirty(30) days written notice to the contractor(s). This may include but not be limited to budget constraints. The contractor(s) shall be compensated only for actual services performed up to the time of termination.

3. Notification of termination will be accomplished by registered letter from the owner's representative (see 1.02 H).
- I. Contractor(s) shall assure that the use of any controlled substance including alcohol shall not occur on MDCPS premises as outlined in Board rule 6Gx13-4-1.05. A fine of \$500 will be assessed for the first offense and termination of the contract(s) for the second offense.

1.04 - REQUIRED BID DOCUMENTATION:

- A. As part of the bid documents, prospective vendor(s) shall submit the following:
 1. Copy of vendor's Occupational License.
 2. Two (2) references from existing service contract customers.
 3. Copy of all permits applicable.
 4. Bid Proposal Form.
- B. All documents supplied must meet with the approval of the MDCPS Bureau of Procurement and Materials Management and the MDCPS authorized representative before the vendor(s) is recommended for award.
- C. Failure to provide the required documentation may result in vendors' disqualification.

1.05 - QUALITY ASSURANCE:

- A. Licenses, Permits and Fees:

The contractor(s) shall obtain and pay for all licenses, permits and inspection fees required for the work specified herein: and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work as defined in this invitation to bid. Damages, penalties and/or fines imposed on MDCPS or the contractor(s) for failing to obtain required licenses, permits or fees shall be borne by the contractor(s).
- B. Contractor(s) agrees to notify MDCPS if:
 1. Contractor(s) is served with notice of a violation of any law, regulation, permit or license which is related to service(s) rendered pursuant to this contract(s).
 2. Proceedings are commenced which could lead to revocation of permits or licenses which are related to service(s) rendered pursuant to this contract(s).
 3. Permits, licenses or other governmental authorizations relating to service(s) are revoked.
 4. Litigation is commenced against contractor(s) which could affect the performance of service(s) as required by this contract(s).
 5. Contractor(s) becomes aware that its equipment or facilities are not in compliance with applicable laws, regulations, permits or licenses.
- C. Proposed Work Schedule:
 1. When requested by the owner, contractor(s) is to submit a proposed work schedule for review and acceptance by the MDCPS authorized representative, prior to commencing work, based on the anticipated performance of work during normal school hours.

2. Work mutually determined by owner and contractor(s) as necessary to be scheduled after normal school hours or as overtime shall be included.
- D. Environmental Protection:
1. The contractor(s) 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 contractor(s) shall comply with all applicable Federal, State and Local regulations while performing work under this contract. All fines and/or penalties levied and/or imposed by the above authorities because of failure to comply with these requirements shall be borne by the contractor(s) responsible for said failure(s) and may be grounds for termination of the contract(s).
 2. Contractor(s) warrants that in the event of an accidental discharge of hazardous materials, to promptly notify the MDCPS authorized representative, provide all the details of the discharge, and take all steps required by Federal, State and Local laws to correct the situation. Contractor(s) additionally agrees to consult with the MDCPS authorized representative before making any public statements or issuing any press releases regarding an accidental discharge.
 3. Contractor(s) agrees to notify MDCPS immediately if a treatment, storage or disposal facility at any time fails to comply with any of the laws, rules, or regulations or becomes unsuitable to receive the hazardous materials being shipped.
 4. The contractor(s) shall provide analysis of any and all samples collected from MDCPS premises for any parameter, either through its own laboratory or by subcontracting for said analysis with a licensed facility.
 5. The contractor(s) shall conduct clean up management of each site which may involve operational and safety procedures as required by law. All MDCPS work areas will be kept free from excess materials/equipment to insure a safe and efficient operation.

1.06 - DELAYS AND EXTENSIONS OF TIME:

Completion of a project assigned within the time frame established for each individual project is essential and the contractor(s) acknowledge that time is of the essence in performing the terms and conditions of their contract(s). Unauthorized time delays may be subject to the default provisions as provided in the Instructions to Bidders.

1.07 - COORDINATION AND TRAINING:

- A. Contractor(s) agrees to coordinate removal of hazardous and/or non-hazardous material, with schools' administration office in order to avoid disruption of areas adjacent to work area which may be occupied during period assigned for waste

removal.

- B. Contractor(s) agrees to instruct all its appropriate employees to the proper procedures to be used and the precautions to be followed in the handling and disposal of all materials. Contractor(s) shall provide a statement certifying they engage in periodic training of their employees in hazardous materials management as required by Federal law, and the relevant State of Florida safety and employee protection laws and regulations. The contractor(s) agrees to abide by all laws, regulations and administrative rulings of the Federal Government, the State of Florida, and Miami-Dade County, and will secure all necessary forms, licenses, and permits for the management and disposal of hazardous and non-hazardous materials as needed to fulfill the terms of this bid.

1.08 - PACKAGING, STORAGE AND HANDLING:

Contractor(s) shall provide timely and proper preparation and packaging of hazardous and/or non-hazardous materials for transportation to an appropriate permitted treatment, storage or disposal facility. The disposal facility shall be operated and maintained in compliance with all pertinent laws of the state in which the facility is located, including, but not limited to, preparation of manifest, disposal certificates and supporting verifications and all other required documentation, packaging in proper containers, labeling, and other requirements as may be currently in force or promulgated by the County, the State of Florida, any other state in which the waste is to be disposed of, and the Federal Government.

1.09 - DOCUMENTATION/RECORD:

- A. Contractor(s) shall complete and provide waste manifests in accordance with all applicable State and Federal laws for all shipments of waste materials upon receipt of purchase order(s) and initiation of shipment(s). All storage of materials during shipment to an approved disposal facility shall be limited to permitted transfer, storage or disposal facilities. Contractor(s) will provide documentation verifying safe arrival of shipment and correct materials shipped. Contractor(s) will provide to the MDCPS authorized representative a certificate of disposal for all waste materials shipped.
- B. The contractor(s) will prepare the shipping manifest(s) in accordance with all Federal, State and local regulations. When required, contractor(s) will prepare all necessary waste profile sheets for MDCPS review and signatures. Manifests must include correct gallons or drums for removal and disposal, signed and verified by the MDCPS authorized representative. It is the responsibility of the contractor(s) to ensure that the manifests are properly and accurately completed.
- C. Audit and Inspection of Records:
1. The contractor(s) shall maintain all the necessary records of all work performed under this contract, all records shall be in conformance to acceptable accounting principles and practices for the purpose of contract

- monitoring and financial audit.
2. The contractor(s), in signing this bid document, agrees that MDCPS, or its external auditors, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard and pertaining to the work performed under this contract(s) and to audit the books, records, and accounts with regard to this contract(s). Records subject to this provision include, but are not limited to receipts, vouchers, memoranda, accounting records, original estimates, estimating work sheets, and correspondence (except for confidential personnel records exempted by law.) Additionally, the contractors(s) agree to **maintain all records for this contract(s), for a minimum period of four years after contract(s) expiration date.**

PART 2 - PRODUCTS

It is the responsibility of the successful contractor(s) to furnish all tools, equipment, labor, and materials required to assure the proper removal and disposal of hazardous and non-hazardous waste.

PART 3 - EXECUTION

3.01 - INSPECTION:

All inspections shall be supervised by the MDCPS authorized representative and shall comply with all laws, ordinances, regulations and building code requirements. Final inspection and acceptance by MDCPS is required before payment.

3.02 - GENERAL:

- A. Contractor(s) warrants that it is duly licensed to receive all materials. That its drivers are fully trained and their trucks are authorized, equipped and licensed to carry such material, in accordance with prudent safety precautions and all applicable Federal, State and local laws and regulations. All trucks and other equipment used by the contractor(s) for the performance of the service(s) shall be in first class operating condition, shall be suitable for the particular services requested and shall be periodically inspected and maintained.
- B. Unless otherwise directed, the contractor(s) will be required to submit an estimate for each job to be performed prior to commencing work. That estimate and all invoices resulting from work performed under this contract(s) shall be detailed, showing the type of service to be provided, the quantity and the unit prices as established and awarded under this contract(s). No deviations from terms and conditions of this contract(s) shall be accepted. Lump sum invoices and/or estimates will be unacceptable and may result in delay of payments to the contractor(s).
- C. Upon notification by a MDCPS authorized representative, the contractor(s) shall make an assessment of the chemicals/materials to be picked-up, determine the status

of the pick-up site, and formulate a recommendation to MDCPS for the issuance of a purchase order. **HAZARDOUS OR NON-HAZARDOUS MATERIAL SHALL NOT BE PICKED-UP WITHOUT FORMAL NOTIFICATION FROM THE DIVISION OF PROCUREMENT MANAGEMENT.** Included with this assessment, the contractor(s) shall provide laboratory analytical services, if required. Radioactive and infectious materials are not part of this bid.

- D. The contractor(s) shall provide appropriate transportation and legal disposal of all non-hazardous or hazardous materials to an acceptable, approved disposal site in accordance with all applicable County, State and Federal regulations.
- E. Unless otherwise instructed by DERM, all waste/materials shall be removed from School Board property by the contractor(s) immediately and transported to a State approved transfer facility for the purpose of temporary storage, incineration facility, landfill facility, fuels blending operation or thermal treatment facility. Temporary storage provided by the contractor(s) shall be in compliance with Chapter 403 of the Florida Statutes, 40 CFR Part 265 and/or 62-730 F.A.C. and all local and State permits and codes for temporary storage facility.
- F. The contractor(s) is required to complete the project within the time frame estimated by DERM, or obtain an extension of time in writing. Any action taken or fines imposed against the Miami-Dade County Public Schools, due to the negligence by the contractor(s), its agents or employees to either meet the assigned time frame or obtain a written extension will be paid by the contractor(s).
- G. Contractor(s) will provide certified and tested measuring devices that are in working order on each truck for the pump out of petroleum related waste. Verification by the MDCPS authorized representative will be required for each job requiring pump out of tanks. Pump outs cannot commence without verification by the MDCPS authorized representative. MDCPS will not allow, nor authorize payment of any pump out without staff authorization. Measurements will be taken before and after each pump out to insure that accurate gallon calculations are used for manifests.
- H. Contractor(s) will be responsible for the repair and/or restoration of any area and/or equipment damaged by the contractor, its employees or its agents.
- I. The contractor(s) shall perform all services to the satisfaction of the MDCPS authorized representative. The MDCPS authorized representative shall respond to all questions and resolve all conflicts and disputes arising as a direct result of the work required and performed under this contract(s). Contractor(s) will be provided a list of the MDCPS authorized representatives after bid award.