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School Board Administration Building
1450 Northeast Second Avenue
Miami, Florida 33132

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

BUYER NAMED:
I. ARRIEN
PHONE: (305) 995-2350
TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO 188-CC07 BID TITLE ON-SITE REFUELING OF VEHICLES-NORTH OF FLAGLER ST. (TANK TRUCK DELIVERY)
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON August 5, 2003 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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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 MAUBE designated bids. The **SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement** and the **MAUBE Certification Application** **MUST** be completed and **SUBMITTED** with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non responsive.

C. BID PROPOSAL FORM defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph IX: Packaging.

2. PROTEST OF SPECIFICATIONS. Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to § 120.569 and 120.57, Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla. Stat. must be filed in accordance with School Board Rule 6Gx13-8C.1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

3. PRICES. Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unboxed 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 filing 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)(b) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times may result in your company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management and Materials Testing.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Associate Superintendent, Bureau of Procurement and Materials Management, determines in writing that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; and
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

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

C. The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation on any future procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid he/she shall do so in writing. This communication is to be received by the District Director, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn for 90 days after the determined opening date unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. AWARDS

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

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

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

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

E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardees shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded, times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board.

Bidders who are determined ineligible may request a hearing pursuant to §120.569 Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

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

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

VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$100,000

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

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

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

2. Awards of \$100,000 or Less

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

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

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

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

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

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.

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.

Revised February 2001

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: (305) 995-3290

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

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

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

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

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

IX. **PACKAGING**

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

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

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

X. **PURCHASES BY OTHER PUBLIC AGENCIES.**

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

XI. **RECYCLING REQUIREMENTS.**

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

XI. **ENVIRONMENTAL PRODUCTS.**

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

XII. **DELIVERY AND BILLING**

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

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

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

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

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

XIV. **NO GRATUITY POLICY.**

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

XV. **COMPLIANCE WITH FEDERAL REGULATIONS**

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 60.36(f) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment.

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

XVI. **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

I. PREPARING OF BIDS

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

II. AWARDS

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

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

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

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

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

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

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

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

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

VIII. DELIVERY AND BILLING

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

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

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

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

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

Bid Number: 188-CC07

Bid Title: On-Site Refueling Of Vehicles – North of Flagler Street (Tank Truck Delivery)

Assigned Buyer: Lalo Arrien

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 date of award through September 30, 2005 and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for three (3) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the **current contract period**. Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful bidder(s) agrees to this condition by signing its bid.

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 (10) percent to cover unanticipated increases in requirements.

3-Allocations of fuel allotments and product availability necessary to furnish all requirements under the terms and conditions of this bid shall be the responsibility of the successful contractor.

4-ON-SITE REFUELING

The on-site refueling will be accomplished as follows:

- A. Tank trucks shall provide on-site refueling to each site on a daily basis, if required, Monday through Sunday, from 3:30 p.m. until refueling of vehicles is completed. The number of vehicles requiring refueling will vary on scheduled days at each site.

Bid Number: 188-CC07

Bid Title: On-Site Refueling Of Vehicles – North of Flagler Street

Assigned Buyer: Lalo Arrien

Special Conditions

- B. The tank truck(s) shall have dual tanks, for both diesel fuel and unleaded gasoline, with the proper dispensing equipment for each. Dual meters will provide accurate dispensing information. The appropriate fuel filters will be used for each type of fuel and will be cleaned and/or switched when dispensing both types of fuel. There is to be no contamination of either fuel by the other when dispensing both fuels.
- C. Miami-Dade County Public Schools will monitor and maintain a record of all fuel dispensed by vehicle. The successful contractor will provide information as necessary to support the fuel inventory system.
- D. Delivery tickets must be signed by a Miami-Dade County Public Schools employee acknowledging receipt of each fuel delivery. The individual's employee number must also be written on the ticket.
- E. Invoices must be accompanied by the original, signed delivery ticket. Each invoice must clearly itemize the amount of fuel delivered (gallons), the fuel cost per gallon (from OPIS sheet), the delivery/service charge per gallon, and applicable taxes per gallon.
- F. The contractor will be responsible for any ground and vehicle fuel system contamination occurring as a direct result of negligence by their personnel or mechanical failure of the dispensing equipment; and shall provide removal of such contamination immediately and in accordance with all applicable EPA and DERM regulations.

5-PRODUCT

The gasoline shall be no less than 87 octane and the diesel fuel shall be #2 diesel. Both fuels shall at all times pass all inspection and test standards for the grades as prescribed by applicable State of Florida and federal specifications.

M-DCPS reserves the right to request on-site testing of fuel by the Department of Agriculture, and to obtain a manifest of fuel on board on an unannounced basis.

Bid Number: 188-CC07

Bid Title: On-Site Refueling Of Vehicles – North of Flagler Street

Assigned Buyer: Lalo Arrien

Special Conditions

The awarded vendor may be required to provide a certified inspection of gas meters. M-DCPS reserves the right to perform an independent inspection of meters.

6-PRICES

Bid proposal must be fully completed and in accordance with the School Board bid proposal format. Proposals which do not comply with this requirement may be considered as non-responsive.

- A. The price shall be the service charge and shall be firm and fixed for the term of the bid. This service charge shall be in addition to the current posted Port of Miami or Port Everglades rack and/or commercial schedule and all applicable taxes. The vendor shall indicate the service charge and shall also show the date and current posted price.
- B. Initial bid pricing will be based upon OPIS weekly average price per gallon posted for the week prior to the bid opening date.
- C. Vendor is requested to submit, with the bid, a copy of current posted prices at the applicable terminal.
- D. The award will be made on an escalation/de-escalation basis for the price of fuel. The successful vendor shall notify, via fax, Procurement Management Services, each week (Monday), of the previous week's average OPIS price posting, that will be used for the current week billing price. Failure to do so will result in delay of payment of those invoices affected.
- E. All price adjustments shall be subject to audit as to validity and accuracy at any time by the school system personnel.
- F. All transactions must be in accord with all state and federal regulations in effect at time of fuel delivery.
- G. Consideration in award of the bid will be based on the lowest service charge submitted and/on whatever terms and conditions are in the best interest of the Board.

Bid Number: 188-CC07

Bid Title: On-Site Refueling Of Vehicles – North of Flagler Street

Assigned Buyer: Lalo Arrien

Special Conditions

7-TAXES

Prices quoted for bid consideration should not include applicable federal, state and local taxes, but should be noted separately in the appropriate space in this bid. All applicable taxes should be included on the successful contractor's invoices and on this bid separately. Each vendor should submit, with their bid, documentation authorizing all taxes with the purchase of this fuel. Authorization will include all federal, state and local taxes. Taxes should be listed separately.

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 part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

9-EMERGENCIES

In the event an emergency situation occurs, the successful vendor shall provide twenty-four (24) hours per day service for the emergency delivery of diesel fuel to all Bureau of Facilities Operations, and all other sites as specified by issued purchase order. Delivery shall be made during the duration of the emergency state.

10-Purchases of gasoline and diesel fuel, at the bid prices, may be made for other departments or school locations, as may be needed, using separate purchase orders.

11-VENDOR APPLICATION

Vendors are required to have on file a current vendor application. If not, a new, current vendor application must be submitted with bid. The information that appears on the application is to match that as entered on the Bidder Qualification Form.

12-VENDOR INFORMATION SHEET

All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at dcps.dade.k12.fl.us (click District Offices, then click Procurement Management).

Bid Number: 188-CC07

Bid Title: On-Site Refueling Of Vehicles – North of Flagler Street

Assigned Buyer: Lalo Arrien

Special Conditions

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 ADDENDUMS

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

15-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).

Bid Number: 188-CC07

Bid Title: On-Site Refueling Of Vehicles – North of Flagler Street

Assigned Buyer: Lalo Arrien

Special Conditions

18-ORDERING INFORMATION

Bidder shall indicate below, names, addresses and telephone numbers of responsible individual(s) to contact for placing orders, deliveries and payments.

Place Order With: _____
Name Title

Mailing Address: _____ Zip Code _____

Mail Payments To: _____
Mailing Address for Remittance and Invoice Information - Zip Code

Person to Contact: _____

Telephone Number: _____

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 #188-CC07

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.

Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

Name of Firm, Individual(s), Partners or Corporation

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

R

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

Bid #188-CC07

ON-SITE REFUELING OF VEHICLES - NORTH OF FLAGLER ST. (TANK TRUCK DELIVERY)

Name Of Bidder: _____

Bid #: 188-CC07

Title: ON-SITE REFUELING OF VEHICLES - NORTH OF FLAGLER ST. (TANK TRUCK DELIVERY)

Buyer Name: Lalo Arrien

Important Bid Notes

PRICE PER UNIT SHALL BE THE OPIS WEEKLY AVERAGE PRICE PER GALLON POSTED FOR THE WEEK PRIOR TO THE BID OPENING DATE.

Description Of Item	Quantity	Unit	OPIS Average	Service Charge To Be Added To OPIS Average	Unit Taxes	Total Unit Price
<p>Group 1: - Items 1 through 6 are to be awarded on a total low bid basis. Vendor must bid all items.</p> <p>Provide on-site refueling to various vehicles at the below listed locations in accordance with the specifications herein. Vendors are to indicate service charge bid to provide this service. Service charge shall be applicable to both unleaded gasoline and #2 diesel fuel.</p> <p>Vendor is requested to indicate the current OPIS posted price at the applicable terminal.</p>						
1. For Maintenance - Central						
2925 NW 41st Street						
Miami, Florida						
1a. 87 Octane Unleaded Gasoline	149,520	Gallon				
1b. #2 Diesel Fuel	99,510	Gallon				

Bid #188-CC07

ON-SITE REFUELING OF VEHICLES - NORTH OF FLAGLER ST. (TANK TRUCK DELIVERY)

Name Of Bidder: _____

Bid #: 188-CC07

Title: ON-SITE REFUELING OF VEHICLES - NORTH OF FLAGLER ST. (TANK TRUCK DELIVERY)

Buyer Name: Lalo Arrien

Important Bid Notes

PRICE PER UNIT SHALL BE THE OPIS WEEKLY AVERAGE PRICE PER GALLON POSTED FOR THE WEEK PRIOR TO THE BID OPENING DATE.

Description Of Item	Quantity	Unit	OPIS Average	Service Charge To Be Added To OPIS Average	Unit Taxes	Total Unit Price
2. For Miami Lakes Technical Education Center 5780 NW 158 Street Hialeah, Florida						
2a. #2 Diesel Fuel	154,000	Gallon				
3. For Northwest Transporation 9900 NW South River Drive Miami, Florida 33166						
3a. 87 Octane Unleaded Gasoline	10,000	Gallon				
4. For Central West Transporation 13775 NW 6 Street Miami, Florida 33182						
4a. 87 Octane Unleaded Gasoline	10,000	Gallon				
4b. #2 Diesel Fuel	1,400,000	Gallon				

Bid #188-CC07

ON-SITE REFUELING OF VEHICLES - NORTH OF FLAGLER ST. (TANK TRUCK DELIVERY)

Name Of Bidder: _____

Bid #: 188-CC07

Title: ON-SITE REFUELING OF VEHICLES - NORTH OF FLAGLER ST. (TANK TRUCK DELIVERY)

Buyer Name: Lalo Arrien

Important Bid Notes

PRICE PER UNIT SHALL BE THE OPIS WEEKLY AVERAGE PRICE PER GALLON POSTED FOR THE WEEK PRIOR TO THE BID OPENING DATE.

Description Of Item	Quantity	Unit	OPIS Average	Service Charge To Be Added To OPIS Average	Unit Taxes	Total Unit Price
5. For Maintenance Operations and Materials Management 12525 NW 28th Avenue Miami, Florida						
5a. 87 Octane Unleaded Gasoline	149,520	Gallon				
5b. #2 Diesel Fuel	99,510	Gallon				
6. Maintenance - North Central 8800 NW 27th Avenue Miami, Florida						
6a. 87 Octane Unleaded Gasoline	149,520	Gallon				
6b. #2 Diesel Fuel	99,510	Gallon				