



7700-1/21

OPENING: 2:00 P.M.
WEDNESDAY
MARCH 9, 2011

MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D

TITLE:
WATER AND WASTEWATER TREATMENT SERVICES

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CERTIFICATE OF COMPETENCY:.....	SEE SECTION 2, PARAGRAPH 2.14
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:.....	SEE SECTION 2, PARAGRAPH 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
SMALL BUSINESS ENTERPRISE MEASURE:.....	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SITE VISIT/AFFIDAVIT:	SEE SECTION 2, PARAGRAPH 2.8
USER ACCESS PROGRAM:	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

R. Campbell at 305-375-3233, or at rcamp@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

COMPLETE AND RETURN ALL AFFIDAVITS WITH BID SUBMITTAL FORMS

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 30 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 30 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 7700-1/21

Title: WATER AND WASTEWATER TREATMENT SERVICES

Procurement Contracting Agent: R. CAMPBELL

Bids will be accepted until 2:00 p.m. on Wednesday, March 9, 2011

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- #### G. Conflicts Within The Bid Solicitation
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

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1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

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Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

SECTION 1
GENERAL TERMS AND CONDITIONS

ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IH) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IH/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

2.1 PURPOSE:

The purpose of this solicitation is to establish a contract for the purchase of water and wastewater treatment services at several facilities throughout Miami-Dade County.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference):

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#)

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIVE (5) YEARS:

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) years contract term.

2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEARS (WITH PRICE ADJUSTMENT):

The initial contract term resultant from this solicitation shall prevail for a period of five (5) years from the contract's effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) years.

If the vendor is awarded a contract under this solicitation, their proposed prices shall remain fixed and firm for a period of two years after the commencement of the contract. After this period, and every two years thereafter, the vendor may submit a price adjustment to the County based on Consumer Price Index, All Urban Consumers, All Items, in the Miami-Fort

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

Lauderdale Areas. If the adjustment is subsequently approved, the Department of Procurement Management will formalize the adjustment through an Award Sheet Addendum.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current two (2) years period. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to negotiate lower pricing for the additional two (2) year periods based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for these periods based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision may affect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR BY GROUP

Award of this contract will be made to the lowest priced responsive, responsible vendor for each group. To be considered for award for a given group, the vendor shall offer prices for all items within the given group. The County will then select the vendor for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

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SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

Group A: Water Treatment Service for Homestead General and Training & Transition (T&T) Airports:

1. Homestead General Airport
28700 SW 217 Avenue, Homestead, Florida 33030
Building #2, 5, 6 and 10
2. Training and Transition Airport (T&T)
54555 Tamiami Trail East
Ochopee, Florida 33943
Building #2, 5, 6 and 10

Group B: Water Treatment Service for Miami-Dade Fire Rescue (MDFR) Stations:

1. Fire Stations #6
15890 SW 288 Street
Homestead, Florida 33033
2. Fire Station #16
325 NW 2nd Street
Homestead, Florida 33030
3. Fire Station #60
17605 SW 248 Street
Homestead, Florida 33032

Group C: Wastewater Treatment Facility at Homestead Bayfront Park:

1. Homestead Bayfront Park
9698 SW 328 Street
Miami, Florida 33128

Notwithstanding the aforementioned Method of Award, the County, at its option, may avail itself of any or all of the provisions stated in Section 1, Paragraph 1.5, Award of Bid Solicitation.

2.6.1 Minimum Qualifications:

1. Bidders shall be regularly engaged in the business of providing water and wastewater treatment services as required in this solicitation. References must be listed in the bidder's Submittal Form (See Section 4). The references must be customers for which the bidder has provided the services described in this solicitation. The references must include the customer's name, contact person's name, title, address and telephone number,

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

include the project's start and end dates and the person's name that is able to verify that the bidder has successfully provided the services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in wastewater treatment services.

NOTE: If the bidder is using a County department as a reference the County will only accept one (1) reference from any County department. The other references must be from non Miami-Dade County departments.

2. Bidders shall have sufficient work crews, equipment and a Project Manager to provide the services outlined in this solicitation. Bidders shall submit a list of their personnel and equipment that will be assigned to this contract to provide the services required in this solicitation.
3. Bidders shall submit a copy of their Class D Water and Wastewater Operator Certificate from the Florida Department of Environmental Protection (FDEP). (See Section 2, Paragraph 2.14)
4. Bidders shall indicate, on the Bid Submittal Form (Section 4), the name of the Project Manager, regular telephone number, emergency telephone number, cellular telephone number and fax number; of the primary contact that the bidder will assign to this project.

2.7 PRICES:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the first two (2) years of the contract term, with price adjustments allowed as per Section 2, Paragraph 2.5.

2.8 EXAMINATION OF SITE (RECOMMENDED):

Prior to submitting its offer it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully any drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment and for any additional information required regarding the specifications and requirements of this bid contact DPM representative R. Campbell at rcamp@miamidade.gov.

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT:

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

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WATER AND WASTEWATER TREATMENT SERVICES

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
 111 NW 1st STREET
 SUITE 2340
 MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2 Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of this solicitation.

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED

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WATER AND WASTEWATER TREATMENT SERVICES

2.14 CERTIFICATIONS:

Class D Water and Wastewater Operator Certificate from the Florida Department of Environmental protection (FDEP) are required.

2.15 METHOD OF PAYMENT: MONTHLY AND QUARTERLY INVOICES:

The vendor(s) shall submit an all inclusive lump sum monthly invoice for services performed on a daily/monthly basis and separate lump sum quarterly invoice for services provided on a quarterly basis to the respective County department.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS:

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of ninety (90) days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full ninety (90) day period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: R. Campbell, at (305) 375-3233 email – rcamp@miamidade.gov.

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

2.21 COUNTY USER ACCESS PROGRAM (UAP):

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ADDITIONAL FACILITIES MAY BE ADDED:

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

2.23 CLEAN-UP:

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. The vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the user department.

2.24 STATE AND COUNTY REGULATIONS:

The vendor(s) and their employees shall conform to all Federal, State, and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any vendor may result in the immediate termination of the vendor from the contract.

2.25 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR:

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor

SECTION 2
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WATER AND WASTEWATER TREATMENT SERVICES

by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the vendor for default.

2.26 DELETION OF FACILITIES:

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar day's written notice to the vendor.

2.27 HOLIDAY AND EMERGENCY SERVICE:

The vendor shall provide 24 hours, 7 days per week emergency service to the County under the contract. During regular working hours (Monday through Friday 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two (2) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within four (4) hours after notification by the County.

The vendor(s) shall not provide any personnel for regular services to the County departments on holidays officially observed by the County unless such services are approved by the County. If regular services are required on official holidays observed by the County, the County will notify the vendor(s).

The holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

2.28 RATES AND PRICES:

The rates and prices quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. Additional charges or surcharges will not be allowed. The vendor shall comply with minimum wage standards,

SECTION 2
SPECIAL CONDITIONS

WATER AND WASTEWATER TREATMENT SERVICES

and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

2.29 SERVICES AND REQUIREMENTS:

All bidders are required to provide service to each location using the frequencies required by the permit for that specific location. During the period of operation authorized by the permits, the bidders shall complete and submit Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the report type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc) indicated on the DMR forms attached to the permit.

2.30 PURCHASE OF OTHER ITEMS OR SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major services and items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services and items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact all vendors to obtain a price quote for the similar services and or items as applicable. The County reserves the right to award these similar services or items to a contract vendor.

SECTION 3
TECHNICAL SPECIFICATIONS

WATER AND WASTEWATER TREATMENT SERVICES

3.1 SCOPE

The purpose of this solicitation is to establish a contract for the purchase of water and wastewater treatment services at several facilities in Miami-Dade County. These facilities are located at:

1. Miami-Dade Park and Recreation, Homestead Bayfront Park, 9698 SW 328th Street, Miami, Florida 33128,
2. Homestead General Airport, 28700 SW 217th Avenue, Building #1, 2, 5, 6 and 10, Homestead, Florida 33030;
3. Training and Transition Airport, 54555 Tamiami trail East, Ochopee, Florida 33943, Building #2, 5, 6 and 10.
4. Miami-Dade Fire Rescue, Station #6, 15890 SW 288th Street, Homestead, Florida 33033;
5. Fire Station #16, 325 NW 2nd Street, Homestead, Florida 33032;
6. Fire Station #60, 17605 SW 248th Street, Homestead, Florida 33032

3.2 LOCATION AND DESCRIPTION

The properties subject to this solicitation are located in Homestead, Miami, and Ochopee Florida consists of the following:

Group A - Water Treatment Service for Homestead General and Training and Transition (T&T) Airports:

Monthly Services:

The vendor is to provide monthly chlorination and water softening treatment services of wells at Homestead General Airport 28700 SW 217th Avenue, Homestead, Florida 33030, Building #1, 2, 5, 6 and 10, and to provide monthly chlorination services of wells at Training and Transition Airport – 54555 Tamiami Trail East, Ochopee, Florida 33943, Building #2, 5, 6 and 10. Water to be chlorinated at no less than 2PPM and water test failure shall be the vendors' responsibility and must be corrected within 48 hours. Pumps maintenance will be performed by Miami-Dade Aviation Department (MDAD) personnel.

SECTION 3
TECHNICAL SPECIFICATIONS

WATER AND WASTEWATER TREATMENT SERVICES

Group B - Water Treatment Service for Miami-Dade Fire Rescue (MDFR) Stations:

Monthly Services:

The vendor is to provide monthly chlorination and water softening treatment services at the following Fire Stations: Station #6, 15890 SW 288th Street, Homestead, Florida 33033; Fire Station #16, 325 NW 2nd Street, Homestead, Florida 33030, Fire Station #60, 17605 SW 248 Street, Homestead, Florida 33032, Fire Station #65, 1350 SE 24th Street, Homestead, Florida 33032 and Fire Station #66, 3100 SW 8th Street, Village of Homestead, Florida 33033.

The vendor shall install 4 cubic foot water softener w/1 1/2" clock metered control head; resin tank (size 16" x 65" holds 200lbs of salt) at Fire Station 65 -1350 SE 24th Street, Homestead, Florida 33032 and Fire Station 66 -3100 SW 8th Street, Village of Homestead, Florida 33033.

Group C –Wastewater Treatment Facility at Homestead Bayfront Park:

Miami-Dade Park and Recreation has constructed a 15,000 gallon per day wastewater treatment facility at Homestead Bayfront Park which is located at 9698 SW 328th Street, Miami, Florida 33128. The facility consists of an activated sludge process operated in the extended aeration mode with a tertiary filter. Chlorinated effluent will be discharged to a remote drainfield system containing two (2) monitoring wells located near the entrance to the park. Waste sludge will be hauled to a municipal wastewater treatment facility for disposal. The new treatment facility will replace several existing septic tank/drainfield systems at both Homestead Bayfront Park and the adjacent Biscayne Bay national Park Service offices.

Monthly Services:

The services to be provided shall include all operation, maintenance service, monitoring and reporting services performed by the vendor to keep the treatment facility in compliance with the requirements of the FDEP as contained in their Permit No. FLA550477 dated August 3, 2010 (copy attached as Exhibit A) and any other governmental agency having jurisdiction including the Miami-Dade County Department of Environmental Resources Management (DERM).

It is understood that any service calls other than the daily site services shall constitute special operations, breakdowns or emergency service.

WATER AND WASTEWATER TREATMENT SERVICES

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
WEDNESDAY
March 9, 2011



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate
furnished upon request.

Issued by: DPM Date Issued: February This Bid Submittal Consists of
Roma Purchasing Division 14, 2011 Pages 20 through 30
Campbell

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such
other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the
Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above
stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the
accompanying Bid Submittal Requirement.

WATER AND WASTEWATER TREATMENT SERVICES

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of NA of the total amount of the bid will be required upon execution of the
contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE
ACCEPTED _____ HIGHER THAN LOW _____
NON-RESPONSIVE _____ NON-RESPONSIBLE _____
DATE B.C.C. _____ NO BID _____
ITEM NOS. ACCEPTED _____
COMMODITY CODE: 890-08, 890-15, 890-16, 961-69, 968-95
PROCUREMENT AGENT Roma Campbell

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND
AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
PREFERENCE ON PAGE 30 OF SECTION 4, BID SUBMITTAL FORM SHALL
RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 30 OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE

4.1 CHECKLIST OF REQUIREMENTS:

WATER AND WASTEWATER TREATMENT SERVICES

Reference Section	Summarized Requirements	Initial as completed
<i>Section 2, Paragraph 2.6.1.(1)</i>	Client Reference #1	
	<div data-bbox="477 506 675 541"><i>Company Name:</i></div> <hr/> <div data-bbox="477 585 656 621"><i>Contact Name:</i></div> <hr/> <div data-bbox="477 665 643 701"><i>Contact Title:</i></div> <hr/> <div data-bbox="477 745 683 781"><i>Contact Address:</i></div> <hr/> <hr/> <div data-bbox="477 921 818 957"><i>Project Start and End Dates:</i></div> <hr/> <hr/>	
<i>Section 2, Paragraph 2.6.1.(1)</i>	Client Reference #2	
	<div data-bbox="477 1224 675 1260"><i>Company Name:</i></div> <hr/> <div data-bbox="477 1304 656 1339"><i>Contact Name:</i></div> <hr/> <div data-bbox="477 1383 643 1419"><i>Contact Title:</i></div> <hr/> <div data-bbox="477 1463 683 1499"><i>Contact Address:</i></div> <hr/> <hr/> <div data-bbox="477 1669 818 1705"><i>Project Start and End Dates:</i></div> <hr/> <hr/>	

WATER AND WASTEWATER TREATMENT SERVICES

Section 2, Paragraph 2.6.1.(3)	Bidders shall submit a Class D Water and Waster Operator Certificate from the Florida Department of Environmental Protection (FDEP).	
Section 2, Paragraph 2.6.1.(4)	Project Manager or Primary Contact Information:	
	<i>Name of Project Manager and/or Primary Contact:</i>	
	<i>E-Mail Address:</i>	
	<i>Telephone Number:</i>	
	<i>Cellular Phone Number:</i>	
	<i>Company Main Phone Number:</i>	
<p><i>Note:</i> All bidders are requested to submit with their bid submission, documents as evidence of compliance with the minimum qualification requirements; however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period.</p>		

WATER AND WASTEWATER TREATMENT SERVICES

4.2 PROPOSED PRICING

GROUP A- WATER TREATMENT SERVICE FOR HOMESTEAD GENERAL AND TRAINING AND TRANSITION (T&T) AIRPORTS:

ITEM	ESTIMATED TIMEFRAME / QUANTITY OF HOURS	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	60 Months	Monthly charge for five (5) sites Well Chlorination and Water Softening Treatment services at Homestead General Airport at the following five (5) sites: a. Administrative Building b. Skydive Building c. Maintenance Building d. Roberts Air e. Building 10 – 28700 SW 217 Avenue, Homestead, Florida 33030	\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
2	60 Months	Monthly charge for well chlorination and Water Softening Treatment Services at Training and Transition Airport – 54555 Tamiami Trail East, Ochopee, FL 33943	\$	\$
3	1000 Hours	Labor cost per hour inclusive of equipment necessary to respond to special operations, breakdowns or emergencies which may arise during normal working hours (8:00 a.m. to 5:00 p.m.) and after normal working hours including weekends and holidays.	<i>Hourly Rate</i> \$	\$
GROUP A - TOTAL ITEMS 1 THRU 3:				\$

WATER AND WASTEWATER TREATMENT SERVICES

GROUP B - WATER TREATMENT SERVICE FOR MIAMI-DADE FIRE RESCUE (MDFR) STATIONS:

ITEM	ESTIMATED TIMEFRAME / QUANTITY OF HOURS	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
4	60 Months	Monthly charge for water softening treatment services at Fire Station 6 – 15890 SW 288 th Street, Homestead, Florida 33033	\$	\$
5	60 Months	Monthly charge for water softening treatment services at Fire Station 16 – 325 NW 2 nd St, Homestead, Florida 33030	\$	\$
6	60 Months	Monthly charge for water softening treatment services at Fire Station # 60 – 17605 SW 248 th St, Homestead, Florida 33032	\$	\$
7	1000 Hours	Labor cost per hour inclusive of equipment necessary to respond to special operations, breakdowns or emergencies which may arise during normal working hours (8:00 a.m. to 5:00 p.m.) and after normal working hours including weekends and holidays.	<i>Hourly Rate</i> \$	<i>Hourly Rate</i> \$

WATER AND WASTEWATER TREATMENT SERVICES

GROUP B - WATER TREATMENT SERVICE FOR MIAMI-DADE FIRE RESCUE (MDFR) STATIONS:

ITEM	ESTIMATED TIMEFRAME / QUANTITY OF HOURS	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
8	One Time	a. Installation of 4 cubic foot water softener w/1 1/2" clock metered control head; resin tank (size 16" x 65" holds 200lbs of salt) at Fire Station 65 -1350 SE 24 th Street, Homestead, Florida 33032	\$	\$
	60 Months	b. Monthly charge for water softening treatment services	\$	\$
9	One Time	a. Installation of 4 cubic foot water softener w/1 1/2" clock metered control head; resin tank (size 16" x 65" holds 200lbs of salt) at Fire Station 66 -3100 SW 8th Street, Village of Homestead, Florida 33033	\$	\$
	60 Months	b. Monthly charge for water softening treatment services	\$	\$
GROUP B - TOTAL ITEMS 4 THRU 9:				\$

WATER AND WASTEWATER TREATMENT SERVICES

GROUP C- WASTEWATER TREATMENT FACILITY AT HOMESTEAD BAYFRONT PARK:

ITEM	ESTIMATED TIMEFRAME / QUANTITY OF HOURS	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
10	60 Months	Monthly service charge shall include all operation, maintenance, routine service, monitoring and reporting service, and hauling of waste sludge to an approval disposal facility all to be provided at the treatment facility including all supplies and chemical in compliance with the requirements of the FDEP as contained in their Permit No. FLA550477 dated August 3, 2010 (attached as Exhibit A)	\$ _____	\$ _____
11	1000 Hours	Labor cost per hour inclusive of equipment necessary to respond to special operations, breakdowns or emergencies which may arise during normal working hours (8:00 a.m. to 5:00 p.m.) and after normal working hours including weekends and holidays.	<i>Hourly Rate</i> \$	<i>Hourly Rate</i> \$
GROUP C - TOTAL ITEMS 10 THRU 11 :				\$

WATER AND WASTEWATER TREATMENT SERVICES

SECTION 4
BID SUBMITTAL

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LISTED BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE OF OFFICER: _____



Bid Title: Water and Wastewater Treatment Services

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee’s interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a “local business” is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County’s tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.



Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County’s information, the bidder is requested to indicate, at ‘A’ and ‘B’ below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder’s expression of general interest at ‘A’ and ‘B’ below is for the County’s information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
Yes _____ No _____

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. _/_ - _/_/_/_/_/_/_/_

Prompt Payment Terms: ____% ____ days net ____ days

*“By signing this document the bidder agrees to all Terms (Please see paragraph 1.2 H of General Terms and Conditions) and Conditions of this Solicitation and the resulting Contract”

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

**MIAMI-DADE COUNTY
 CERTIFICATION OF RECYCLED
 ENVIRONMENTALLY ACCEPTABLE PACKAGING
 PRODUCT CONTENT
 RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material

DEFINITIONS

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

EXHIBIT A



Jack Long, Director
Southeast District Office

Florida Department of Environmental Protection

Southeast District Office
400 N. Congress Avenue, Suite 206
West Palm Beach, FL 33401
(361) 681-6600

Charlie Crist
Governor

Jeff Kottkamp
J.L. Governor

Michael W. Sole
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:	PERMIT NUMBER:	FLA550477-001
Miami-Dade County Parks & Recreation Dept.	FILE NUMBER:	FLA550477-001-DW3P/NP
	ISSUANCE DATE:	August 3, 2014
	EXPIRATION DATE:	August 2, 2015

RESPONSIBLE OFFICIAL:
Jack Karlys, Director
275 NW 2nd Street
Fourth Floor
Miami, Florida 33128
Email: karlys@miamidade.gov

FACILITY:

Homestead Bayfront Park WWTF
9698 SW 328th Street
Miami, FL 33128
Miami-Dade County
Latitude: 25° 27' 37" N Longitude: 80° 20' 18" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to construct and operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

A 0.015 million gallons per day (MGD) three month average daily flow (TMADF) activated sludge process (operated in the extended aeration mode) with tertiary filter Wastewater Treatment Facility (WWTF). Chlorinated effluent will be discharged to a drainfield system located in a remote section of the park. Waste sludge will be hauled to a municipal wastewater treatment facility for disposal. The new treatment plant and disposal system will replace several existing septic tank/drainfield systems at both Homestead Bayfront Park and neighboring Biscayne Bay National Park service offices.

REUSE OR DISPOSAL:

Land Application B-01: A new 0.015 MGD three month average daily flow permitted capacity drainfield (subsurface) system, located near the park entrance area (approximately at latitude 25°27' 37" N, longitude 80°20' 18" W). The system consists of two separate 1,500 sq. ft. drainfields, made of 4-inch PVC pipe, elevated approximately 2.5 ft. above existing grade.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 15 of this permit.

More Protection. Less Process.
www.dep.state.fl.us

PERMITTEE: Miami-Dade County Parks & Recreation Dept. PERMIT NUMBER: FLA550477
 FACILITY: Homestead Bayfront Park WWTF EXPIRATION DATE: August 2, 2015

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

- During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-01. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.:

Parameter	Units	Max./Min	Limit	Reclaimed Water Limitations		Monitoring Requirements			Notes
				Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number		
Flow	MGD	Max Max	0.015 Report	Quarterly Average Monthly Average	5 Days/Week	Elapsed Time Measurement on Pump	FLW-01	See I.A.3	
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFF-01		
Solids, Total Suspended	mg/L	Max	10.0	Single Sample	Monthly	Grab	EFF-01		
Coliform, Fecal	#/100mL	Max Max	200 200 800	Annual Average Monthly Geometric Mean Single Sample	Monthly	Grab	EFF-01	See I.A.4	
Nitrogen, Total	mg/L	Max	10.0	Annual Average	Monthly	Grab	EFF-01		
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFF-01		
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFF-01	See I.A.5	

EXHIBIT A

PERMITTEE: Miami-Dade County Parks & Recreation Dept.
FACILITY: Homestead Bayfront Park WWTF

PERMIT NUMBER: FLA550477
EXPIRATION DATE: August 2, 2015

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-01	Flow meter on influent lift station.
EFF-01	Effluent sample point after chlorine contact tank prior to drainfield

3. An elapsed time measurement on pumps shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report. [62-600.440(4)(c)]
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.410, 62-600.440(4)(b) and(5)(b)]

PERMITTEE: Miami-Dade County Parks & Recreation Dept.
 FACILITY: Homestead Bayfront Park WWTf

PERMIT NUMBER:
 EXPIRATION DATE:

FLA550477
 August 2, 2015

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.:

Parameter	Units	Max/Min	Limit	Limitations		Monitoring Requirements			Notes
				Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number		
Flow	MGD	Max	0.015 Report	Quarterly Average Monthly Average	5 Days/Week	Elapsed Time Measurement on Pump	FLW-01	See I.B.4	
Percent Capacity, (TMADP/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	INF-01		
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-01	See I.B.3	
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-01	See I.B.3	

EXHIBIT A

PERMITTEE: Miami-Dade County Parks & Recreation Dept.
 FACILITY: Homestead Bayfront Park WWTF

PERMIT NUMBER: FLA550477
 EXPIRATION DATE: August 2, 2015

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-01	Flow meter on influent lift station.
INF-01	Influent sample point at headworks.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4)]

4. An elapsed time measurement on pumps shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]

5. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
- The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
- If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]
7. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly or Toxicity	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31	April 28

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REPORT Type on DMR	Monitoring Period	Due Date
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semiannual	January 1 - June 30	July 28
	July 1 - December 30	January 28
Annual	January 1 - December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Department's Southeast District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-601.300(1), (2), and (3)]

- Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southeast District Office at the address specified below:

Florida Department of Environmental Protection Southeast District Office
 400 N Congress Ave
 Suite 200
 West Palm Beach, Florida 33401-2913

Phone Number - (561)681-6600
 FAX Number - (561)681-6760
 (All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

- All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

II. RESIDUALS MANAGEMENT REQUIREMENTS

- The method of residuals use or disposal by this facility is transport to permitted wastewater treatment facility or disposal in a Class I or II solid waste landfill. Transportation of the residuals to an alternative residuals management facility does not require a permit modification. However, use of an alternative residuals management facility requires the submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the residuals. *[62-620.320(6), 62-640.880(1)]*
- The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. *[62-640.300(5)]*
- The permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. *[62-640.300(5)]*
- Disposal of residuals, septage, and other solids in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with the requirements of Chapter 62-701, F.A.C. *[62-640.100(6)(k)3&4]*
- If the permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*
- The permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:

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- | | |
|---|--|
| <p><u>Source Facility</u></p> <ol style="list-style-type: none"> 1. Date and Time Shipped 2. Amount of Residuals Shipped 3. Degree of Treatment (if applicable) 4. Name and ID Number of Residuals Management Facility or Treatment Facility 5. Signature of Responsible Party at Source Facility 6. Signature of Hauler and Name of Hauling Firm | <p><u>Residuals Management Facility or Treatment Facility</u></p> <ol style="list-style-type: none"> 1. Date and Time Received 2. Amount of Residuals Received 3. Name and ID Number of Source Facility 4. Signature of Hauler 5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility |
|---|--|

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility.

[62-640.880(4)]

7. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. [62-640.300(4)]

III. GROUND WATER REQUIREMENTS

1. The permittee shall implement a ground water monitoring plan in accordance with the schedule given in Section VI of the permit, consisting of at least one background and one intermediate monitoring well. The permittee shall give at least 72-hours notice to the Department's Southeast District Office, prior to the installation of any monitoring wells. [62-620.320(6)]
2. Prior to construction of ground water monitoring wells, a soil boring shall be made at each monitoring well location in order to properly determine the well depth and screen interval. [62-520.900(3)]
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Southeast District Office detailed information on the well's location and construction on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. [62-532.410 and 62-520.900(3)]
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan are to be plugged and abandoned in accordance with Rule 62-532.500(4), F.A.C., unless future use is intended. [62-532.500(4)]
5. Prior to discharge to R-01, the permittee shall characterize the ground water quality by sampling each well identified in Permit Condition III.7, for the parameters identified in III.8, and submit the results to the Department's Southeast District Office. [62-520.600]
6. Upon placing the drainfield (R-01) into operation, the permittee shall begin sampling ground water at the new monitoring wells identified in Permit Condition III.7, in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. [62-520.600] [62-610.412]
7. The following monitoring well shall be sampled for Reuse System R-01.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude			Longitude			Depth (Feet)	Aquifer Monitored	New or Existing
		°	'	"	°	'	"			
MWB-1	Background Well	*	*	*	*	*	*	*	Surficial	New
MWI-2	Intermediate Well	*	*	*	*	*	*	*	Surficial	New

* currently not available
 MWC = Compliance; MWP = Piezometer

[62-520.600] [62-610.412]

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8. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.7.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Nitrogen, Total	Report	mg/L	Grab	Quarterly
Phosphorus, Total (as P)	Report	mg/L	Grab	Quarterly
pH	Report	s.u.	Grab	Quarterly
Specific Conductance	Report	umhos/cm	Grab	Quarterly

[62-520.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601] [62-601.300(6)] [62-520.310(5)]

9. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. *[62-520.600(11)(c)] [62-610.412(2)(c)]*
10. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-160.210] [62-601.700(5)]*
11. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Southeast District Office as being more representative of ground water conditions. *[62-520.310(5)]*
12. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.7. *[62-520.600(11)(b)] [62-601.300(3), 62.601.700, and Figure 3 of 62-601] [62-620.610(18)]*
13. If any monitoring well becomes damaged or inoperable, the permittee shall notify the Department's Southeast District Office immediately and a detailed written report shall follow within seven days. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence. All monitoring well design and replacement shall be approved by the Department's Southeast District Office prior to installation. *[62-520.600] [62-620.320(6)]*

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

1. The subsurface application system shall be operated to preclude saturated conditions from developing at the ground surface. *[62-610.400(3)]*
2. The permittee may allow public access to areas irrigated using subsurface application systems. *[62-610.418(2)]*
3. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. *[62-610.418(1)]*
4. Irrigation of edible food crops is prohibited. *[62-610.426]*
5. Overflows from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class D facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class D or higher operator for 3 visits/week on nonconsecutive days for a total of 1.5 hours/week. The lead/chief operator must be a Class D operator, or higher.

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2. An operator meeting the lead/chief operator class for the treatment plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. Daily checks of the plant shall be performed by the permittee or his representative or agent 5 days per week. [62-699.311(1) and (2)]

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. When the three-month average daily flow for the most recent three consecutive months exceeds 50 percent of the permitted capacity of the treatment plant or reuse and disposal systems, the permittee shall submit to the Department a capacity analysis report. This initial capacity analysis report shall be submitted within 180 days after the last day of the last month of the three-month period referenced above. The capacity analysis report shall be prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(4)]
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
 - g. A copy of any required record drawings;
 - h. Copies of the licenses of the current certified operators; and
 - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 62-602.650]

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VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Submit Proposal to the Department for a Ground Water Monitoring Plan including one background well and one intermediate well.	September 1, 2010
2. Install monitoring wells and collect initial samples.	At least ninety (90) days prior to startup of the WWTF
3. Submit operation and maintenance protocol that includes operator instructions for diverting raw effluent to the anoxic tank to maintain compliance with effluent limits.	March 1, 2011

[62-620.320(6)]

2. Prior to placing the new facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP Form 62-620.910(12), Notification of Completion of Construction for Wastewater Facilities or Activities. [62-620.410(7)]
3. Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on Form 62-620.910(13) that record drawings pursuant to Chapter 62-600, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form. [62-620.410(6) and 62-620.630(7)]
4. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. [62-620.335(1) and (2)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

This facility is not required to have a pretreatment program at this time. [62-625.500]

VIII. OTHER SPECIFIC CONDITIONS

2. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(8) and 62-640.400(6)]
3. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(3)]
4. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX: 20. [62-604.550] [62-620.610(20)]

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5. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
- a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

6. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. [62-610.418(1) and 62-600.400(2)(b)]
7. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. [62-701.300(1)(a)]
8. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. [62-620.310(4)]
9. The permittee shall provide verbal notice to the Department's Southeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Southeast District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
10. The permittee shall provide adequate notice to the Department of the following:
- a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.
- Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

2. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]
3. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2)]
4. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights,

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- nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]
5. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]
 6. ~~This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]~~
 7. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
 8. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
 9. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
 10. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.[62-620.610(9)]
 11. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
 12. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]

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13. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
14. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
15. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
16. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
17. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
18. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
19. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCF). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.*[62-620.610(18)]*

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20. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
21. The permittee shall report to the Department's Southeast District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- a. The following shall be included as information which must be reported within 24 hours under this condition:
- (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
- (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
 - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Southeast District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southeast District Office shall waive the written report.

[62-620.610(20)]

22. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]

23. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
- (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

EXHIBIT A

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 400 N Congress Ave, Suite 200, West Palm Beach, FL 33401-2913

PERMITTEE NAME: Miami-Dade County Parks & Recreation Dept.
 MAILING ADDRESS: 275 NW 2nd Street
 Fourth Floor
 Miami, Florida 33128

FACILITY: Homestead Bayfront Park WWTF
 LOCATION: 9698 SW 328th Street
 Miami, FL 33128

COUNTY: Miami-Dade
 OFFICE: Southeast District

PERMIT NUMBER: FLA550477-001-DW2P
 LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-01
 MONITORING GROUP DESCRIPTION: subsurface drainfield, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: To:

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

Parameter	Sample Measurement	Quantity or Loading	Units	Quality or Concentration	Units	No. of Analyses	Frequency of Analyses	Sample Type
Flow	Sample Measurement							
PARM Code 50050 Mon Site No: EFF-01	Permit Requirement	Report (Max/Ave)	MGD	0.015 (Q-Ave)			15 Days/Week	Elapsed Time Measurement on Pump
BOD, Carbonaceous 5 day, 20C	Sample Measurement							
PARM Code 80082 Mon Site No: EFF-01	Permit Requirement			30.0 (Ar. Ave.)	mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement							
PARM Code 80082 Mon Site No: EFF-01	Permit Requirement			60.0 (Max) / 45.0 (W/Ave)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement							
PARM Code 60530 Mon Site No: EFF-01	Permit Requirement			10.0 (Max)	mg/L		Monthly	Grab
Coliform, Fecal	Sample Measurement							
PARM Code 40551 Mon Site No: EFF-01	Permit Requirement			200 (Ar. Ave.)	#/100mL		Monthly	Grab
Coliform, Fecal	Sample Measurement							
PARM Code 40551 Mon Site No: EFF-01	Permit Requirement			800 (Max)	#/100mL		Monthly	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT: _____ SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT: _____ TELEPHONE NO: _____ DATE (mm/dd/yyyy): _____

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:

DEP Form 62-620.910(10), Effective Nov. 29, 1994

EXHIBIT A

FACILITY: **Homestead Bayfront Park WWTF** DISCHARGE MONITORING REPORT - PART A (Continued)
 MONITORING GROUP NUMBER: **R-01**
 MONITORING PERIOD From: _____ To: _____
 PERMIT NUMBER: **FLA550477-001-DW3P**

Parameter	Sample Measurement	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
pH	Sample Measurement							
PARM Code 100400 Mon. Site No. EFF-01	Permit Requirement			6.0 (Min)			3 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement							
PARM Code 50060 Mon. Site No. EFF-01	Permit Requirement			0.5 (Min)	mg/L		3 Days/Week	Grab
Nitrogen, Total	Sample Measurement							
PARM Code 10060 Mon. Site No. EFF-01	Permit Requirement				mg/L		Monthly	Grab
Flow	Sample Measurement							
PARM Code 50050 Mon. Site No. FLOW-01	Permit Requirement	Report (No. Avg)	0.015 (Cl. Avg)		MGD		3 Days/Week	Elapsed Time Measurement on Pump
Percent Capacity (TMADP/Permitted Capacity) x 100	Sample Measurement							
PARM Code 00180 Mon. Site No. INE-01	Permit Requirement				percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (influent)	Sample Measurement							
PARM Code 80080 Mon. Site No. INE-01	Permit Requirement				mg/L		Monthly	Grab
Solids, Total Suspended (Influent)	Sample Measurement							
PARM Code 10050 Mon. Site No. INE-01	Permit Requirement				mg/L		Monthly	Grab

ISSUANCE/REISSUANCE DATE: _____ DEP Form 62-620.910(10), Effective Nov. 29, 1994

EXHIBIT A

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA550477-001-DW3P
 Monitoring Period From: _____ To: _____

Facility: Homestead Bayfront Park WWTF

Code	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Solids, Total Suspended mg/L	pH s.u.	Nitrogen, Total mg/L	Flow MGD	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L		
Mon. Site	80082 EFF-01	50060 EFF-01	74055 EFF-01	00530 EFF-01	00400 EFF-01	0600 EFF-01	50050 FLW-01	80082 INF-01	00530 INF-01		
1											
2											
3											
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25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____
 Evening Shift Operator Class: _____ Certificate No: _____ Name: _____
 Night Shift Operator Class: _____ Certificate No: _____ Name: _____
 Lead Operator Class: _____ Certificate No: _____ Name: _____

ISSUANCE/REISSUANCE DATE:

DEP Form 62-620.910(10), Effective Nov. 29, 1994

EXHIBIT A

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts—A, B, and D—all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS	CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.	NOD	No discharge from/to site.
DRY	Dry Well	OPS	Operations were shutdown so no sample could be taken.
FLD	Flood disaster.	OTH	Other. Please enter an explanation of why monitoring data were not available.
IFS	Insufficient flow for sampling.	SEF	Sampling equipment failure.
LS	Lost sample.		
MNR	Monitoring not required this period.		

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (<) followed by the laboratory's MDL value, e.g. <0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g. influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurements: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

EXHIBIT A

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
 Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
O	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unrepresented or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.
 Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanations: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements, one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF is Greater than the Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

EXHIBIT A

**FACT SHEET
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA550477-001

FACILITY NAME: Homestead Bayfront Park WWTF

FACILITY LOCATION: 9698 SW 328th Street, Miami, FL 33128
Miami-Dade County

NAME OF PERMITTEE: Miami-Dade County Parks & Recreation Dept.

PERMIT WRITER: Konstantin Dubov

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA550477-001-DW3P

Application Submittal Date: December 22, 2006

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: County

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.0 mgd Three Month Average Daily Flow
Proposed Increase in Permitted Capacity:	0.015 mgd Three Month Average Daily Flow
Proposed Total Permitted Capacity:	0.015 mgd Three Month Average Daily Flow

d. Description of Wastewater Treatment

A 0.015 Million Gallons per Day (MGD) three month average daily flow (TMADF) activated sludge process Wastewater Treatment Facility (WWTF), operated in the extended aeration mode with tertiary filtration and anoxic tank. Chlorinated effluent will be discharged to a drainfield system located in a remote section of the park. Waste sludge will be hauled to a municipal wastewater treatment facility for disposal. The new treatment plant and disposal system will replace several existing septic tank/drainfield systems at both Homestead Bayfront Park and neighboring Biscayne Bay National Park service offices.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

A new 0.015 MGD three month average daily flow permitted capacity drainfield (subsurface) system, located near the park entrance area (approximately at latitude 25°27' 37" N, longitude 80°20' 18" W). The system consists of

EXHIBIT A

two separate 1,500 sq. ft. drainfields, made of 4-inch PVC pipe, elevated approximately 2.5 ft. above existing grade.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-01, a slow-rate/restricted public access system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.015	Quarterly Average	62-600.400(3)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.410 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Solids, Total Suspended	mg/L	Max	10.0	Single Sample	62-610.410(2)(a) FAC
Nitrogen, Total	mg/L	Max	10.0	Annual Average	BPJ*
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-610.410 & 62-600.440(4)(c)1. FAC
		Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.410 & 62-600.440(4)(b) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.015	Quarterly Average	62-600.400(3)(b) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC

EXHIBIT A

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

*BPJ = Best Professional Judgment

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The wastewater permit for this facility is a new permit.

5. RESIDUALS MANAGEMENT

The method of residuals use or disposal by this facility is transport to another permitted WWTF capable of treating the residuals, or disposal in a Class I or II solid waste landfill.

6. GROUND WATER MONITORING REQUIREMENTS

The permit requires the Permittee to submit a proposal for a ground water monitoring plan by September 1, 2010. The plan shall include at least one background well and one compliance well.

7. PERMIT SCHEDULES

A schedule is included in Section VI of the permit as follows:

Improvement Action	Completion Date
4. Submit Proposal to the Department for a Ground Water Monitoring Plan including one background well and one intermediate well.	September 1, 2010
5. Install monitoring wells and collect initial samples.	At least ninety (90) days prior to startup of the WWTF
6. Submit operation and maintenance protocol that includes operator instructions for diverting raw effluent to the anoxic tank to maintain compliance with effluent limits.	March 1, 2011

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

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9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and the Permittee has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Intent to Issue	June 28, 2010
Public Notice of Intent to Issue	July 5, 2010
Notice of Permit Issuance	July 20, 2010

13. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Konstantin Dubov
Engineer I
Southeast District Office

400 N Congress Ave Suite 200
West Palm Beach, FL 33401-2913
Telephone No.: (561) 681-6782

14. ADDENDUM TO FACT SHEET AT THE TIME OF FINAL PERMIT ISSUANCE

The Notice of Intent to Issue was published in the Miami Herald on July 15, 2010. No comments were received from the public or other agencies. No petitions for Administrative Hearing were filed with the Department. Therefore, the final permit is being issued without changes.

