



INVITATION TO NEGOTIATE

ITN No. N207381RC

Due 2:00 PM, EST on January 27, 2021

Wastewater & Reverse Osmosis Water Treatment Plant Operations

Electronic Proposals for **Wastewater & Reverse Osmosis Water Treatment Plant Operations**, will be received at the School Board of Lee County (hereinafter the District), Procurement Services Department, Bonfire Platform. All interested parties must register with Bonfire to view and download documents. Instructions for Vendor Registration can be viewed by clicking the link <https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>. Electronic Proposals must be submitted through the [Bonfire Portal](#) before **2:00 PM, EST on January 27, 2021**. It is the Proposer's responsibility to assure that the proposal is submitted to the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the opening date and time, and by subsequent will not be considered for award.

Business entities interested in providing **Wastewater & Reverse Osmosis Water Treatment Plant Operation** services to The School Board of Lee County are hereby notified that electronic proposals for providing the required services must be submitted by **2:00 PM, EST on January 27, 2021**, at The School Board of Lee County, Procurement Services Department, Bonfire Platform.

A Pre-Submission conference will be held at **2:00 PM EST on January 5, 2021**, via live virtual video conference.

Join Zoom Meeting

<https://leeschools.zoom.us/j/96684959626?pwd=SGI6VVhUWmpKRUNnQRZN3dCeFFhdz09>

Meeting ID: 966 8495 9626

Passcode: 660592

PROPOSER INFORMATION SHEET

School Board of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release: December 18, 2020

ITN No.: **N207381RC**

ITN Title: **Wastewater & Reverse Osmosis Water
Treatment Plant Operations**

Contact: Richard Cowie: RichacdAC@leeschools.net

Invitation to Negotiate proposals must be electronically submitted to The School Board of Lee County, Department of Procurement Services, Bonfire Platform, no later than **2:00 PM, EST on January 27, 2021** and plainly marked ITN No. **N207381RC, Wastewater & Reverse Osmosis Water Treatment Plant Operations**. Responses are due and will be opened

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____

(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Anti-Collusion Statement/Public Domain: I, the Proposer have not divulged, discussed, or compared this proposal with any other Proposer and have not colluded with any other Proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this ITN. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning this **Proposer Information Sheet**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> We do not offer the services requested |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Keep our company on the bid list for future ITN's |
| | <input type="checkbox"/> Other |

TABLE OF CONTENTS

	<u>Page</u>
Proposer Information Sheet.....	1
General Conditions.....	3
Federal Grants Terms and Conditions	12
Detailed Specifications	15
Estimated Timeline.....	17
Proposal Submittal (Information to be Included in the Proposal).....	17
Evaluation of Proposals.....	19
Exhibit 1 – School District of Lee County Wastewater Treatment Plant Permits	26
Exhibit 2 – Scoring Criteria Forms	79

GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Electronic Proposal Requirements:** The “Proposer Information Sheet”, page 2 of the ITN, must be completed, signed, and returned with each proposal. Proposers must submit one electronic proposal, electronically signed by a representative authorized to legally bind the Proposer to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) “District” shall mean The School District of Lee County, Florida.
 - b) “Proposer” shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
 - c) “Contractor” shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer’s Responsibility:** It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in electronically. Proposals having erasure or corrections must be initialed by the Proposer. All proposals must be signed by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in the Bonfire Platform.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Contractor list. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Submission of Proposal:** One proposal must be electronically submitted in the School District of Lee County’s Bonfire Platform no later than the date and time specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the due date and time and by subsequent will not be considered for award.
12. **Processing Time:** It is understood that the normal proposal processing time shall be 120 days after the opening date of

this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.

13. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Contractors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
 - (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any Proposer or any individual on behalf of a Contractor will result in rejections/disqualification of said response.
 - (b) Violation of the provision regarding lobbying may also result in debarment of the Contractor as provided in Policy 6.071.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Contractor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Contractor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Contractor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.), quality, and suitability for the intended purpose, including product life cycle costs, and any other determining factors.
 - a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.
 - b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
 - c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.

- d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
- e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.
21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 95,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the second largest employer in Lee County.
22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the Contractor's control
- b) The volatility affects the marketplace or industry, not just the particular Contractor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Contractor may propose a substitute product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.
24. **Contractor Performance:** The Contractor shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Contractor shall at all times maintain good discipline and order while on District property. Contractor employees and Subcontractor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- a) The Contractor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Contractor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Contractor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Contractor employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Contractor.
- j) The Contractor shall be responsible for all damages caused by the Contractor, its Subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
- l) Contractor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Contractor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Contractor or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such utilities service. If Contractor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Contractor within five (5) business days of written demand for same from the District.
- n) Contractor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Contractor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.
- o) When requested, Contractor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA

requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

- q) The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 25. **Inspection, Identification and Acceptance:** Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractor shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.
- 27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 28. **Worker's Compensation:** Contractors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Contractor shall require Subcontractors similarly to provide Workers' Compensation Insurance.
- 29. **Supplier Diversity Plan:** The School Board of Lee County's has a goal to expand participation opportunities for Minority Businesses in the construction and providing of goods and services to construction projects. Minority Business

participation goals, along with reporting compliance procedures will be set during the negotiation process.

- 30. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 31. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
 - a) Contractor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;

- c) Contractor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
- d) Contractor has been engaging in business operations in Cuba or Syria.
- e) The School District may at any time by written notice to the Contractor stop all or any part of the work for this ITN award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the ITN terms and conditions.
- f) Failure of the Contractor to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Contractor in writing within five (5) calendar days via the Contractor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Contractor. The defaulting Contractor may be responsible for reimbursing the District for price differences.
32. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
33. **Liability:** Where Contractors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Contractor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
34. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Contractor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Contractor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.
35. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
36. **Laws and Regulations:** Contractors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Contractors agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
37. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Contractor.
38. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Southwest District of Florida.
39. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.
40. **Ethics:** All awarded Contractors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
41. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family

which owns any interest of any amount in the Proposer's company, partnership or agency.

42. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
43. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
44. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
- The Contractor will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
 - All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
 - The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
45. **Liquidated Damages Recovery:** Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On any occasion where the Contractor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Contractor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Contractor.
46. **Contact Information:** The Contractor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Contractor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
47. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
48. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- Keep and maintain public records required by the District to perform the service.
 - Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the District.
 - Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

e) **PUBLIC RECORDS NOTICE:** If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.

49. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will not be confidential with the exception of financial statements.

a) **Redacted Copies:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.

b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

c) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.

e) **Public Meetings/Evaluations:** All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

50. **Patents, Copyrights & Royalties:** Contractors agree to indemnify and save harmless the School District, its officers,

employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Contractor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Contractor.

51. **ITN Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITN.

52. **State Purchasing Agreements:** Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

53. **E-Verify: State of Florida, Executive Order 11-116.** The employment of unauthorized aliens by any Contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, (b) require that Contractor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at <http://www.flgov.com/wpcontent/uploads/orders/2011/11-116-suspend.pdf>.

54. **Contractor Background Screening Requirements:** Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. Contractor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Contractor agrees that in the event the Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any

disqualifying offense, the Contractor» will notify the District within 48 hours of such.

- a) The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Contractors to be fingerprinted in every District in which they provide services.
- c) Contractor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Contractor.

55. **Contractor Process for Fingerprinting:** Contractors who will never be present on a school district campus are not required to be fingerprinted. Upon award, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: **(NO EXCEPTIONS TO BELOW)**

- (a) Prior to the start of work on any District site, all construction Contractors and other Contractors including but not limited to construction manager, company owners, architects, engineers, specialty Contractors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Contractor or a subcontractor, to a District construction

site or any District property it is the responsibility of the Contractor to follow the requirements of this policy.

Contractor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website:

https://www.leeschools.net/our_district/departments/human_resources/professional_standards_equity - Contractor Fingerprinting.

Effective May 12, 2014, fingerprinting services for Contractors with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

56. **Illegal Alien Labor:** Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Contractor and its Subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
57. **Recovered Material (2 CFR §200.322):** applies to all contracts greater than \$10,000.00. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
58. **Federal Drug-Free Workplace:** Contractor agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
59. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** applies if contract is greater than or equal to \$100,000.00. Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

60. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

61. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the District concurrently within 30 days of notice of the violation.

62. **Debarment and Suspension:** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

63. **Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for

employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

64. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276C):**

The Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

65. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):**

Contractor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. The Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. The Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

66. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):**

Contractor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

67. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704):**

No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

68. **Buy American (7CFR PART 210.21(D)):**

For commercial food products, served in the school meals program, Contractor must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.219d).

69. **Civil Rights:**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

DETAILED SPECIFICATIONS

ITN No. N207381RC

Wastewater & Reverse Osmosis Water Treatment Plant Operations

- 1. Overview:** One electronic proposal for **Wastewater & Reverse Osmosis Water Treatment Plant Operations**, must be received from eligible Proposers, submitted to the School Board's Procurement Services Department, Bonfire Platform no later than **2:00 PM EST, on January 27, 2021**, to be considered. Proposers that do not comply with the School Board's procedures or deadlines will not be considered. The School Board will retain all proposer information received. The Bonfire electronic platform will not allow submissions after the opening date and time, and by subsequent will not be considered for award.

The District desires to secure firm prices for all labor, materials, chemicals, equipment and ancillary services required for the Wastewater and Reverse Osmosis Water Treatment Plant Operations at The Alva School and the wastewater treatment plant operation at Mariner High School. The use of subcontractors shall not be permitted. The District reserves the right to award a contract to one or more proposers. Proposers may submit a response for one, some or all products/services.

The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor

- 2. Minimum Requirements:** The following requirements are necessary for proposals to be considered for evaluation.
 - a) A copy of proposed plant operator's current Florida State Class C or higher certification for the operation of wastewater treatment plants. It is the responsibility of the awarded contractor(s) to provide the District with updated copies of current licenses, prior to expiration or personnel change any time during the awarded period.
 - b) Proposer to submit sufficient evidence to establish it has an office within one (1) hour of the two project locations, to be able to respond to an emergency call and it will be the primary office from which the project will be managed.
- 3. Pre-Submission Meeting:** A mandatory pre-submission meeting will be held on **January 5, 2020, at 10:00 AM** via Zoom virtual meeting

Join Zoom Meeting

<https://leeschools.zoom.us/j/96684959626?pwd=SGl6VVhUWmpKRUNnQRZN3dCeFFhdz09>

Meeting ID: 966 8495 9626

Passcode: 660592

All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-submission meeting so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the ITN document. A formal response will be provided in the form of an addendum.

- 4. Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Richard Cowie, Procurement Agent

All questions must be received no later than **January 12, 2021, at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the Procurement Department [Bonfire Portal](#). Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document, by addendum to this ITN, or by other contract documents approved and signed by the District, will be binding on the District.

5. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.
6. **Orders and Payment:** All orders will be placed directly to the Contractor by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program at its sole discretion.
7. **Guarantee/Warranty:** All Proposers must submit Attachment H with the proposal. Contractors shall file reports to the Florida Department of Environmental Protection as required. Late filings that result in penalties in fines or fees for the School District of Lee County will be deducted from the contractor's invoice.
8. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
9. **Substitutions/Additions:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by each District office in advance. Contractor must provide detailed product specification of substitute or additional products.
10. **New Products and/or Services:** New products and/or services may be added during the term of the contract, upon completion of successful price negotiations between the District and the Contractors.
11. **Qualifications:** Proposals will be considered only from Contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale, distribution, installation or repair of materials

and services requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

12. Estimated Timeline

December 18, 2020	Release of ITN No. N207381RC
January 5, 2021	A Pre-submission meeting is scheduled for 10:00 AM via Zoom Meeting https://leeschools.zoom.us/j/96684959626?pwd=SGl6VVhUWmpKRUNnQURZN3dCeFFhdz09 Meeting ID: 966 8495 9626 Passcode: 660592
January 12, 2021	Written questions due in the Department of Procurement Services by 2:00 PM, local time
January 27, 2021	Proposals due on or before 2:00 PM local time Department of Procurement Services Bonfire Platform
February 3, 2021	Evaluation Committee Meeting Review and Scoring of Written Proposals 10:00 AM local time 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
February 2021	Optional interviews will be scheduled at the District's discretion
March 2021	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

- 13. Proposal Submittal Requirements - Information to be Included in the Proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted electronically in the Procurement Department [Bonfire Portal](#). **Failure to comply with response submittal requirements may be grounds for response rejection.**

Proposer will upload a total of 5 DOCUMENTS into the [Bonfire Portal](#):

A. PROPOSAL

- a. **Proposal Information Sheet:** The Proposer Information Sheet is the first page of the proposal.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.

- ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
- d. **Corporate Overview:** Describe how and when the Proposer's firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, respond to each question using the numbered format below:
 - i. Ownership (describe in detail).
 - ii. Date of business inception under current name: ____ / ____ / _____ (mm/dd/yyyy).
 - iii. Affiliated organizations/accreditations/partnerships.
 - iv. Proposer to submit sufficient evidence to establish it has an office within one (1) HOUR of the two project locations, to be able to respond to an emergency call and it will be the primary office from which the project will be managed.
 - v. Describe Proposer's regulatory agency actions and litigation in the past 5 years, both as complainant and defendant.
 - vi. List the number of employees as follows:
 - a. Technicians.
 - b. Certified Plant Operators.
 - vii. Describe the ethics standards in place at Proposer's firm and provide a copy of such.
- f. **Related Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN.
 - i. Identify your clients, their locations, type of business they conduct and if they are a current or previous client.
 - ii. Describe in detail the type of similar services your company has or is providing for each of these clients.
 - iii. Provide the number of years you have been providing similar services to each of these clients.
- g. **Account Representatives:** Proposer shall identify an Account Manager, Technicians and Certified Plant Operator who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products.
 - i. The District requires Proposers to identify any Technicians and Certified Plant Operators who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products.
 - ii. The District requires Proposers to designate an Account Manager who will schedule and dispatch technicians to any District location. The designated individual(s) must be available by phone during normal business hours of 7:00 am – 4:00 pm Monday through Friday.
 - iii. The District requires Proposer to designate an After-hours Designee who will schedule and dispatch technicians between the hours of 4:01pm – 6:59 am Monday through Friday, weekends and holidays in the event the District requires service after hours or on holidays.
- h. **Universal Badging:** Proposer shall submit with its proposal, the number of supervisors, technicians and helpers and other positions employed by the proposer who either already possesses or will be able to obtain, prior to the start of any work, a Universal Badge or District issued badge (see Terms & Conditions section 54).

B. PROPOSAL RESPONSE FORM

- a. **Proposal Response Form** - Submit proposed hourly labor rates. Pricing shall include all materials and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed. For medium to large scale projects it is anticipated that Contractors will be

required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.

C. FILLABLE FORMS

- a. **Required Submittal Checklist** – Proposer shall complete form to ensure all required information is submitted.
- b. **Attachment A – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements.
 - i. Provide a current copy of the Certificate of Insurance naming the School **Board** of Lee County as an additional insured for all coverages except Workers Compensation and Professional Liability policies. **It is the responsibility of the awarded Contractor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
- c. **Attachment B – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.
- d. **Attachment C – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- e. **Attachment D – Drug-Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug-Free Workplace Form must be signed and returned.
- f. **Attachment E – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized.**
- g. **Attachment F – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified.
- h. **Attachment G – Scrutinized Company Certification Form:** Proposer shall complete form with all required information and all signatures as specified.
- i. **Attachment H – Guarantee on Time Reporting and Response to Site:** Proposer shall complete form with all required information and all signatures as specified.

D. REFERENCES

Reference Request Form: Three (3) references are required to be received by the District via email no later than the proposal due date, from Proposer’s clients. Proposer’s clients shall email the completed Reference Form to RichacdAC@LeeSchools.net and references shall be received from the Proposer’s client’s email address. Proposers may request more than 3 clients to submit references. Failure to provide references as stated herein, may result in proposal being deemed non-responsive.

E. CERTIFICATIONS/LICENSES/TAX FORMS

The Proposer shall submit all current certifications, licenses and tax forms requested in this solicitation.

- i. A copy of proposed Plant Operator’s current Florida State Class C or higher certification for the operation of wastewater treatment plants. It is the responsibility of the awarded contractor(s) to provide the District with updated copies of current certifications, prior to expiration or personnel change any time during the awarded period.
- ii. Proposer shall submit a current copy of Proposer’s business license or copy of SunBiz webpage.

14. Evaluation of Proposals – Evaluation Criteria: Proposals shall be scored using the following evaluation criteria. [See Exhibit 2 for the complete evaluation criteria.](#)

WRITTEN EVALUATION CRITERIA	MAXIMUM PERCENTAGE OF 100 POINTS
Pricing	35

Related Experience	30
Corporate Overview	20
Safety and Litigation Records	10
Submittal (completeness, correctness, and clarity)	5
TOTAL POSSIBLE POINTS	100

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create and select Proposers from a “short list” in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

PRESENTATION EVALUATION CRITERIA	MAXIMUM PERCENTAGE OF 100 POINTS
Best and Final Offer	35
On-site Team	30
Presentation	25
References	10
TOTAL POSSIBLE POINTS	100

NOTE: In the event of a tie, see section 39 of the General Terms and Conditions.

15. Scope of Work

Detailed specifications for all labor, materials, chemicals, equipment and ancillary services required for:

- The Alva School Wastewater Treatment Plant.
- The Alva School Reverse Osmosis Water Treatment Plant.
- Mariner High School Wastewater Treatment Plant.

a. Waste Water Treatment at two Plants

- i. Service required includes monitoring and sampling of the wastewater treatment plant operations, as described herein, located at:
 - a. The Alva School, 21219 North River Road, Alva, FL 33920.
 - b. Mariner High School, 701 Chiquita Blvd., Cape Coral, FL 33993.
 Both District plants are Department of Environment Protection (DEP) rated Category III plants.
- ii. The Contractor shall have on staff a plant operator who shall possess a valid and current Florida State Class C or higher certification for the operation of wastewater treatment plants, for the duration of the contract term.
- iii. **Staffing at each plant is required per FDEP in Permit the Alva Schools AKA Alva Elementary/ Middle School WWTP – Permit – FLA014417 and Permit Mariner High School WWTP – Permit – FLA014414.** All services shall be in accordance with the information and schedules contained in the Instructions to Proposers and the FDEP permit as shown in Exhibit 1.
- iv. The Contractor shall provide daily support at each plant as follows:
 - a) Each plant shall be visited five (5) days per week, every weekday, Monday through Friday, by an employee of the Contractor who shall sample, test, check for proper operation, and perform routine maintenance on the plants. The Contractor shall record the flow, chlorine residual and pH as required by Florida Department of Environment Protection (FDEP).
 - b) Contractor shall perform monthly testing including the monthly sampling of TSS influent and effluent, CBOD influent and effluent, fecal coliform effluent and nitrogen.

- c) Contractor shall perform Sludge Analysis once each year as directed and coordinated by the District.
- d) Contractor shall file reports to the Florida Department of Environmental Protection as required. **Late filings that result in penalties fines or fees for the School District of Lee County will be deducted from the contractor's invoice.**
- e) The Contractor shall assure that the plant is operated in a safe and efficient manner and within all FDEP regulations. All services shall be in accordance with the information and schedules contained in the Instructions to Proposers and the FDEP permit. No instruction contained within this document shall overrule the regulations and requirements of FDEP.

v. Responsibilities:

- a) Monitor all plant equipment and make necessary adjustments to assure efficient and proper operation.
- b) Adjust all chemical feed systems.
- c) Monitor water quality as necessary to satisfy regulatory requirements and determine performance levels.
- d) Pull all samples necessary for testing compliance with FDEP regulations.
- e) All samples, with the exception of fecal coliform, shall be shipped directly a Laboratory for Sludge Analysis as allowed by FDEP regulated processes.
- f) Due to the six-hour time constraint, samples of fecal coliform shall be taken directly to Lee County Environmental Lab, 60-2 Danley Drive, Fort Myers, FL 33907 for analysis.
- g) Complete all daily paperwork necessary for compliance with FDEP regulations.
- h) Copies of all paperwork and any correspondence with FDEP concerning the treatment plants must be sent monthly to the District via the Director of Maintenance Services.
- i) Provide to the District immediate and formal written notification of any discharges out of compliance with the requirements of any governing entities, i.e. FDEP, etc.
- j) All chemicals shall be provided and installed by the operator. Chemicals to be provided shall include but are not necessarily limited to chlorination tablets and lime and shall be billed to the District on a monthly basis.
- k) Labor for other than the above-mentioned services must have prior approval by the Maintenance Services Department and will be billed on a monthly basis.
- l) All equipment and repair parts are to be furnished by the Maintenance Services Department. All routine maintenance (lubrication, cleaning, belts, etc.) will be provided by the Contractor.

vi. Reverse Osmosis Water Treatment Plant

- i. Service required includes monitoring the operation of the Reverse Osmosis Water Treatment Plant located at The Alva School, 21219 North River Road, Alva, FL 33920. Monitoring shall be performed for one (1) hour per day, seven (7) days per week to assure that the plant is operated in a safe and efficient manner and in accordance with all governing entities. The Contractor shall also be responsible for sampling and analyzing the monitoring wells according to the schedule and parameters shown under "Responsibilities." This facility is a DEP rated Category III plant.
- ii. The Contractor shall have on staff a plant operator who shall possess a valid and current Florida State Class C or higher certification for the operation of reverse osmosis water treatment with documented experience operating small reverse osmosis water treatment plants of 40,000 g.p.d. or less plants for the duration of the contract term.
- iii. Responsibilities:
 - a) Monitor and maintain all plant equipment in accordance with manufacturer's recommendations and make necessary adjustments to assure efficient and proper operation.
 - b) Adjust all chemical feed systems as justified.
 - c) Assure all systems are operated and maintained as necessary and in accordance with manufacturer's recommendations.
 - d) Monitor water quality as necessary to satisfy regulatory requirements and determine performance levels.

- e) Review monitoring well data reports for FDEP compliance.
- f) Perform necessary testing.
- g) File and certify required reports (on time) for FDEP compliance.
- h) Pull all samples necessary for testing compliance with HRS and FDEP regulations.
- i) Provide to the District immediate and formal notification of any instance when the product water, reject water or monitoring well data does not meet all governing entity standards, i.e. FDEP, etc.
- j) For quantitative estimating only. Monitoring wells shall be tested on a quarterly basis. Contractor shall verify the schedule in the new permit when received. Bids shall be based on sampling and analyzing the monitoring wells according to the following schedule:

Sampling Period	Well Number
January	1, 2, 3
April	2
July	1, 2, 3
October	2

** The following parameters shall be analyzed for each of the wells scheduled above:

1. Water level (Field Measurement)
 2. Total dissolved solids
 3. Chloride
 4. Sodium
 5. pH
- k) All chemicals shall be provided and installed by the Contractor. Chemicals to be provided shall include but are not necessarily limited to potassium permanganate, caustic soda and chlorine bleach and shall be billed to the District on a monthly basis. No chemical in excess of the quantities stored in the equipment chemical feed tank shall be left or stored at any location on the school site at any time.
 - l) Labor for other than the above-mentioned services must have prior approval by the Maintenance Services Department and will be billed on a monthly basis.
 - m) Any repair or replacement part purchased by the operating company must have prior approval by the Maintenance Services Department.
 - n) All equipment and repair parts are to be furnished by the Maintenance Services Department.

16. Coordination: The District’s designated representative for this contract is the Director of Maintenance Services. The Director, or a designee, shall represent the District as the primary point of contact with whom the awarded Contractor(s) shall coordinate all project, contract, and financial activities. All work resulting from this ITN shall be coordinated with the Director of Maintenance Services (or designee), to provide thorough and consistent scheduling and work flow throughout this contract. All scheduling is to be submitted in advance before work is to start. Contractor(s) shall not accept any work directives other than those issued through the Maintenance Services representative. Requests for service from school principals or other staff must be directed to the Maintenance Services representative for approval.

- a. Contractor(s) shall designate one or more employees to fulfill the following roles on the contract:
 - i. Project Manager(s): a person or persons to act as primary contact(s) with the District with respect to contract and financial operations. This person or a designated alternative shall be readily available during normal business hours by phone or in person, knowledgeable of the terms, conditions, and procedures of the contract, and respond to messages within 24 hours.
 - ii. Field Supervisor(s): a person or persons with sufficient skill and experience to properly supervise, guide, and manage an experienced team of the appropriate size to perform the work. The Field Supervisor shall be thoroughly knowledgeable of all specifications and other contract documents and have the authority to act in the Contractor(s) behalf. Field Supervisor(s) shall be responsible for the

supervision and direction of the work performed by their employees. Field Supervisor(s) shall review all work to be accomplished with the District to preclude misunderstandings.

- b. All employees of the Contractor shall be considered to be at all times, the sole employees of the Contractor, under his/her sole direction and not an employee or agent of the District. The Contractor shall supply competent and physically capable employees.
- c. All Contractor employees and subcontractor employees must comply with the background screening and fingerprinting requirements as specified in General Conditions paragraph 52-53 and Universal Contractor Badge for the Florida School Districts or District Contractor Badge must be worn and visible at ALL TIMES while on District property.
- d. The Contractor shall notify the District immediately upon discovery of any new problematic issues. The District will be the sole determiner if action is required/necessary. If during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization of the District authorized representative.
- e. Before performing any work to be completed beyond normal working hours, Contractor must obtain proper authorization from the District.
- f. The District, their respective representatives, agents and employees and governmental agencies with jurisdiction over the project shall have access at all times to the work, whether the work is being performed on or off of the project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access.
- g. Upon receipt of award and notice to proceed (i.e., purchase orders), the project/work shall continue uninterrupted and expediently proceed with vigorous prosecution until completion of all work specified (with the exception of inclement weather conditions).
- h. In the event of any situation where the awarded Contractor cannot complete the work and/or provide the needed service/materials within the time frame required, the District reserves the right to purchase the service from a competing supplier and/or use other Contractors without breaching this contract.

17. Safety: Project shall at all times be properly supervised and adequately manned by an experienced team of appropriate size. The Contractor shall have a Field Supervisor on the work site at all times and shall be responsible for the supervision and direction of the work performed by their employees.

- a. Precautions shall be exercised at all times for the protection of persons (including employees) and property. Contractor must take all necessary precautions to protect District property from possible damage and shall at all times guard against such damage or loss. Any damage caused by the Contractor (i.e. damage to buildings, trees, utilities, etc.) shall be reported by the Contractor immediately to the District within 24 hours.
- b. Contractor shall maintain a safe, clean work area. Site shall be left in good condition and free of any debris or trash. Area shall be kept as neat, clean, and orderly as possible. Debris must be removed on a daily basis. Use of District dumpsters is prohibited.
- c. No material and/or equipment shall be stored on site without prior approval from the District. The Contractor shall be responsible for the protection of their equipment while on District property. Tools and materials should be under supervision at all times. The District assumes no stated or implied responsibility for Contractor property.
- d. The cost of repair or replacement for any and all damage to the Contractor(s) materials and/or equipment shall be borne by the Contractor.

- e. Contractor shall ensure that vehicles are parked at a sufficient and safe distance from work areas.
- f. Contractor(s) shall prohibit their employees from disturbing District property that is not within the employees' scope of responsibility. All employees of the Contractor shall be mentally and physically competent to perform the services required. The Contractor shall enforce strict discipline and good order among their employees at all times.
- g. The Contractor is required to be familiar with and comply with all federal, state and local laws, codes, rules and regulations. All work shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal, and the Contractor shall be responsible for the compliance and/or supply of licenses, bonds, and insurance. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. **It is the responsibility of the awarded Contractor(s) to provide the District with updated copies of current licenses, prior to expiration or personnel change any time during the awarded period. No statement within this proposal request shall negate compliance with any applicable governing regulation.**
- h. The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced.
- i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- j. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- k. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc. Proper safety gear (i.e. safety harness) must be worn when using lift equipment and must be connected to the lift while operating.
- l. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department or designated a Maintenance Department representative and the Campus Administrator immediately upon occurrence.
- m. It shall be the responsibility of the Contractor to assure against any asbestos violations. In the event of any asbestos detection or suspicion, the Contractor shall immediately cease work, secure the area and contact the Maintenance Services designee. The District will be responsible for any required abatement.
- n. All debris shall be removed to an environmentally approved landfill or recycling center.
- o. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- p. The District reserves the right to stop all work in progress if proper precautions are not taken. The District also may stop all work in progress if it appears to be unsatisfactory.

18. Inspections: Contractor shall thoroughly examine and be familiar with all the specifications. The District shall review with the Contractor all work accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work. Contractor shall provide the District designee with timely notice of readiness of the work for all required inspections or approvals.

- a. All services performed shall be subject to physical inspections and approval by District personnel for Contractor compliance and satisfaction prior to acceptance of services rendered. The Contractor or authorized representatives shall be available upon request for these joint inspections.
- b. Contractor(s) must notify the Maintenance Department designee of job completion within 24 hours so a final walk-through can be performed.
- c. If deficiencies or unsatisfactory services are noted, The District's designee shall notify the Contractor of the specific deficiencies. The Contractor must rectify these deficiencies by 5:00 p.m. of the next working day, weather permitting. Unsatisfactory services, as determined by the District, not corrected after notification may result in immediate notice of cancellation of the contract.

19. Invoicing: The Contractor shall submit an invoice for each job and include, as a minimum, the following:

- a. A list of materials, including rental equipment, and shall be invoiced at the actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. Copies of the Contractor's own material invoices shall be made available to the District upon request. Contractor shall provide supporting documents and upcharge on rental equipment, when needed, and upcharge shall not exceed 5%.
- b. All labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job and shall not include travel time. Invoices must be submitted no later than 30 days after completion of services or delivery. Failure to invoice in a timely manner could significantly delay payment.
- c. Summary of work performed.
- d. Location where work was performed.
- e. Date the work was requested.
- f. Identify the District employee who authorized the work.
- g. Date the work was completed.
- h. The Contractor will provide copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net
- i. All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
- j. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.
- k. THE FOLLOWING MUST BE SUBMITTED, BY THE AWARDED Contractor(S), WITHIN FIVE (5) BUSINESS DAYS OF THE AWARD; FAILURE TO SUBMIT MAY BE GROUNDS FOR THE BOARD TO RESCIND THE AWARD.
 - Certification of Insurance
 - W-9 Form

If within five (5) business days after notification by the District of Board approval of the Award, the successful proposer(s) refuses or otherwise fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Award.

EXHIBIT 1

School District of Lee County Wastewater Treatment Plant Permits

The Alva School Wastewater Treatment Plant.

Permit Alva Schools AKA Alva Elementary/ Middle School WWTP – Permit – FLA014417

Mariner High School Wastewater Treatment Plant.

Permit Mariner High School WWTP – Permit – FLA014414



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Jonathan P. Steverson
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Lee County School Board

RESPONSIBLE OFFICIAL:
James Flock
3308 Canal Street
Fort Myers, Florida 33916-6511
(239) 479-4203
Emailed to: JamesLF@LeeSchools.net

PERMIT NUMBER: FLA014417
FILE NUMBER: FLA014417-005-DW3P
EFFECTIVE DATE: **June 6, 2016**
EXPIRATION DATE: **June 5, 2021**

FACILITY:

Alva Schools AKA: Alva Elem /Middle
21219 North River Road
PO Box 128
Alva, FL 33920-3384
Lee County
Latitude: 26°43' 6.1984" N Longitude: 81°36' 40.666" 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 operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Operate an existing 0.020 MGD AADF (million gallons per day, average annual daily flow) type III extended aeration process domestic wastewater facility consisting of one 15,000 gallon surge tank, four aeration tanks totaling 20,000 gallons, aeration blowers, a 5,000 gallon settling tank, a chlorine feed system, a 720 gallon chlorine contact chamber, a 1,500 digester tank, and two 3,333 square foot percolation ponds. A potable water byproduct (demineralization concentrate) discharges into the domestic wastewater collection system.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.020 MGD annual average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of three percolation ponds; one 2590 square foot and two 3,333 square foot ponds (total area 9,256 square feet) having a capacity of 0.020 MGD located approximately at latitude 26°43' 6" N, longitude 81°36' 41" W.

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 17 of this permit.

PERMITTEE: Lee County School Board
 FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
 PA FILE NUMBER: FLA014417-005-DW3P

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-001	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-001	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Monthly	Grab	EFA-001	See I.A.3
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-001	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-001	See I.A.4
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Monthly	Grab	EFA-001	

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

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
EFA-001	The samples are taken after the chlorine contact chamber and before discharge to the disposal system.

3. 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 to be used to calculate the annual average. [62-600.440(4)(c)]
4. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510, 62-600.440(4)(b) and (5)(b)]

PERMITTEE: Lee County School Board
 FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
 PA FILE NUMBER: FLA014417-005-DW3P

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective 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	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max Max	0.02 Report Report	Annual Average Monthly Average Quarterly Average	5 Days/Week	Meter	FLW-001	See I.B.4
Flow	MGD	Max	Report	Annual Average	5 Days/Week	Calculated	OTH-002	
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-001	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-001	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-001	See I.B.3

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

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-001	Flow is measured from an elapsed time meter on the lift station pumps
OTH-002	Measurement of potable water flow by product prior to introduction into the wastewater collection system
CAL-001	Percent capacity calculated from influent flow
INF-001	The samples are taken from the surge tank before any mixing from side streams

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. A meter 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 the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. If not already registered to use the Department's Ez Discharge Monitoring Report (EzDMR) system, the permittee should register now in order to begin using the EzDMR system when the monitoring requirements under this permit are effective. During the period of

PERMITTEE: Lee County School Board
 FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
 PA FILE NUMBER: FLA014417-005-DW3P

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, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31	April 28
	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 31	January 28
Annual	January 1 - December 31	January 28

The permittee shall submit the completed DMR to the Department by the twenty-eighth (28th) of the month following the month of operation. Please contact the Department at (239) 344-5600 if you are unable to submit the completed DMR electronically using the EzDMR system.

The Department electronic EzDMR system at the time of permit issuance is available through the DEP Business Portal at: <http://www.fldepportal.com/go/submit-report/>

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

- Except as otherwise specified in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to the Department in a digital format when practicable. The Department’s electronic mailing address is:

SouthDistrict@dep.state.fl.us

Please contact the Department at (239) 344-5600 if you are unable to submit electronically.

[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. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

- Biosolids generated by this facility may be transferred to Crews Environmental Residual Facility or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires 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 biosolids. [62-620.320(6), 62-640.880(1)]
- The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
- Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.7.

PERMITTEE: Lee County School Board
 FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
 PA FILE NUMBER: FLA014417-005-DW3P

Parameter	Units	Max/ Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-001
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-001

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-001	Calculated per truck load.

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

8. Disposal of biosolids, 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 Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

C. Transfer

9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
10. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

PERMITTEE: Lee County School Board
 FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
 PA FILE NUMBER: FLA014417-005-DW3P

[62-640.880(4)]

D. Receipt

11. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

1. The permittee shall give at least 72-hours' notice to the Department's South District Office, prior to the installation of any monitoring wells. [62-520.600(6)(h)]
2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. [62-520.600(6)(g)]
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's South District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. [62-520.600(6)(j) and .900(3)]
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. [62-532.500(5)]
5. For the Part IV land application system(s), all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site and vertically to the base of the surficial aquifer. [62-520.200(27)] [62-520.465]
6. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. [62-520.400 and 62-520.420(4)]
7. If the concentration for any constituent listed in Permit Condition III.10. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. [62-520.420(2)]
8. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.9., below 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] [62-610.510]
9. The following monitoring wells shall be sampled for Reuse System System R-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	New or Existing
MWB-71674	Background monitoring well located upgradient from a pollution source to measure the change in the level of pollutants in the ground water relative to a compliance well.	26°43' 7"	81°36' 37"	15	Surficial	Existing
MWC-71676	Compliance monitoring well located at the edge of the zone of discharge, downgradient from a pollution source to measure the change in the level of pollutants in the ground water.	26°43' 5"	81°36' 39"	15	Surficial	Existing

PERMITTEE: Lee County School Board
 FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
 PA FILE NUMBER: FLA014417-005-DW3P

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	New or Existing
MWI-71675	Well located downgradient from a pollution source and within the zone of discharge.	26°43' 5"	81°36' 40"	15	Surficial	Existing

MWC = Compliance; MWP = Piezometer

[62-520.600] [62-610.510]

10. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.9.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Arsenic, Total Recoverable	10	ug/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Cadmium, Total Recoverable	5	ug/L	Grab	Quarterly
Chromium, Total Recoverable	100	ug/L	Grab	Quarterly
Lead, Total Recoverable	15	ug/L	Grab	Quarterly
Coliform, Fecal	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	In Situ	Quarterly
Sulfate, Total	250	mg/L	Grab	Quarterly
Turbidity	Report	NTU	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)]

11. 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)] [62-610.510(3)(b)]
12. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-601.700(5)]
13. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's South District Office as being more representative of ground water conditions. [62-520.310(5)]
14. 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)]
15. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's South District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's South District Office before installation. [62-520.600(6)(1)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

E. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

2. The maximum annual average loading rate to the three percolation ponds, one 2590 square foot and two 3,333 square foot ponds (total area 9,256 square feet) shall be limited to 3 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The three percolation ponds, one 2590 square foot and two 3,333 square foot ponds (total area 9,256 square feet) normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches 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 I, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 1 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the 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. *[62-699.311(1)]*

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

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
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;

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

- 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;
- 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; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

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

Improvement Action	Completion Date
1. Repair or replace secondary pump.	06/06/2016
2. Repair or replace secondary blower.	06/06/2016
3. Repair mixer and redirect flow from last aeration basin to anoxic zone.	06/06/2016
4. Restore air supply to first aeration basin.	06/06/2016
5. Remove vegetation from pond.	06/20/2016

[62-620.320(6)]

- 2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1) - (4)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

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

VIII. OTHER SPECIFIC CONDITIONS

- 1. 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

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

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)]

2. 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)]
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]
4. 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)]

5. 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. [62-610.518(1) and 62-600.400(2)(b)]
6. 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)]
7. 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)]
8. The permittee shall provide verbal notice to the Department's South 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 South District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
9. The permittee shall provide 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

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

- 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.

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

1. 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)]*
2. 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)]*
3. 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, 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)]*
4. 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)]*
5. 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)]*
6. 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)]*
7. 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)]*
8. 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)]*
9. 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

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

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)]

10. 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)]*
11. 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)]*
12. 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)]*
13. 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)]*
14. 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)]*
15. 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)]*
16. 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)]*
17. 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:

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

- 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)]

18. 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 ELCP). 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)]

19. 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)]*
20. The permittee shall report to the Department's South 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

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

WATCH OFFICE 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 Watch Office:

- (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 South 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 South District Office shall waive the written report.

[62-620.610(20)]

21. 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)]*

22. 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
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

PERMITTEE: Lee County School Board
FACILITY: Alva Schools AKA: Alva Elementary / Middle

PERMIT NUMBER: FLA014417
PA FILE NUMBER: FLA014417-005-DW3P

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

PERMIT ISSUANCE DATE: March 8, 2016

JMI/MM/GM/WDR/se

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME:	Lee County School Board	PERMIT NUMBER:	FLA014417-005-DW3P
MAILING ADDRESS:	3308 Canal St Fort Myers, Florida 33916-6511	LIMIT:	Final
		CLASS SIZE:	N/A
FACILITY:	Alva Schools AKA: Alva Elementary / Middle	MONITORING GROUP NUMBER:	R-001
LOCATION:	21219 N River Rd PO BOX 128 Alva, FL 33920-3384	MONITORING GROUP DESCRIPTION:	Percolation Pond, including Influent
		RE-SUBMITTED DMR:	<input type="checkbox"/>
COUNTY:	Lee	NO DISCHARGE FROM SITE:	<input type="checkbox"/>
OFFICE:	South District	MONITORING PERIOD	From: _____ To: _____
			REPORT FREQUENCY: Monthly PROGRAM: Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
BOD, Carbonaceous 5 day, 20C	Sample Measurement									
PARM Code 80082 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement									
PARM Code 80082 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 Y Mon. Site No. EFA-001	Permit Requirement				20.0 (An.Avg.)		mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 A Mon. Site No. EFA-001	Permit Requirement			60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Coliform, Fecal	Sample Measurement									
PARM Code 74055 Y Mon. Site No. EFA-001	Permit Requirement				200 (An.Avg.)		#/100mL		Monthly	Grab
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-001	Permit Requirement				200 (Mo.Geo.Mn.)	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):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Alva Schools AKA: Alva Elementary / Middle

MONITORING GROUP R-001

PERMIT NUMBER: FLA014417-005-DW3P

NUMBER:

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
pH	Sample Measurement									
PARM Code 00400 A Mon. Site No. EFA-001	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-001	Permit Requirement				0.5 (Min.)		mg/L		5 Days/Week	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement									
PARM Code 00620 A Mon. Site No. EFA-001	Permit Requirement					12.0 (Max.)	mg/L		Monthly	Grab
Flow	Sample Measurement									
PARM Code 50050 Y Mon. Site No. FLW-001	Permit Requirement		0.02 (An.Avg.)	MGD					5 Days/Week	Meter
Flow	Sample Measurement									
PARM Code 50050 I Mon. Site No. FLW-001	Permit Requirement	Report (Qt.Avg.)	Report (Mo.Avg.)	MGD					5 Days/Week	Meter
Flow	Sample Measurement									
PARM Code 50050 P Mon. Site No. OTH-002	Permit Requirement		Report (An.Avg.)	MGD					5 Days/Week	Calculated
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement									
PARM Code 00180 P Mon. Site No. CAL-001	Permit Requirement					Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement									
PARM Code 80082 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab
Solids, Total Suspended (Influent)	Sample Measurement									
PARM Code 00530 G Mon. Site No. INF-001	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 2295 Victoria Ave, Suite 364, Ft. Myers, FL 33901-3875

PERMITTEE NAME:	Lee County School Board	PERMIT NUMBER:	FLA014417-005-DW3P
MAILING ADDRESS:	3308 Canal St Fort Myers, Florida 33916-6511	LIMIT:	Final
		CLASS SIZE:	N/A
FACILITY:	Alva Schools AKA: Alva Elementary / Middle	MONITORING GROUP NUMBER:	RMP-Q
LOCATION:	21219 N River Rd PO BOX 128 Alva, FL 33920-3384	MONITORING GROUP DESCRIPTION:	Biosolids Quantity
		RE-SUBMITTED DMR:	<input type="checkbox"/>
COUNTY:	Lee	NO DISCHARGE FROM SITE:	<input type="checkbox"/>
OFFICE:	South District	MONITORING PERIOD	From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-001	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-001	Permit Requirement	Report (Mo.Total)	dry tons				Monthly	Calculated

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):

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA014417-005-DW3P
From: _____ To: _____

Facility: Alva Schools AKA: Alva Elementary / Middle

Code	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Nitrogen, Nitrate, Total (as N) mg/L	Solids, Total Suspended mg/L	pH s.u.	Flow MGD	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L		
Mon. Site	80082	50060	74055	00620	00530	00400	50050	80082	00530		
	EFA-001	EFA-001	EFA-001	EFA-001	EFA-001	EFA-001	FLW-001	INF-001	INF-001		
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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: _____

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. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. 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
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

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 Measurement: 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. Data qualifier codes are not to be reported on Part A.

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.

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.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved 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. Data qualifier codes are not to be reported on Part D.

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 Explanation: 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 > 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.

Self-Monitoring

Ez Discharge Monitoring Report (EzDMR)

The EzDMR system is operational. This electronic reporting system should be accessed through the DEP Business Portal, which can be found at <http://www.fldepportal.com/go/>.



Establish an Account Now

Account Steps:

Step 1: Click <http://www.fldepportal.com/go/> or copy and paste the URL into your web browser.

Step 2: Already have an account? If no, then skip to Step 4. If yes, then click on Sign In.

Step 3: Enter your id/password and click the "Sign In" button. (Now skip to Step 8)

Step 4: If you are a new user to the DEP Business Portal, you will need to register first. Please click on Register.

Step 5: Follow the instructions and complete the required information.

Step 6: Click the "Register" button. You will be sent an email in order to verify your email address.

Step 7: Complete the verification process by following the instructions in the email.

As in the current eDMR system, Certifiers will need to electronically sign documents submitted to DEP using their PIN. To obtain a new PIN, please follow the instructions below.

Certifier Steps:

Step 8: Starting from the DEP Business Portal Homepage, Click the "Submit" button.

Step 9: Click the "PIN Application" button.

Step 10: Click the "Apply for a Pin" button.

Step 11: Complete the required information and click the "Generate a PIN Application" button.

Step 12: Complete the Electronic Subscriber Agreement form, which will be sent to you in an email as an attachment. The email will be from no-reply@dep.state.fl.us.

Step 13: Have the form notarized and then mail the original form to:

Florida Department of Environmental Protection

Attn: ESA Processing

2600 Blair Stone Road MS 6520

Tallahassee, FL 32399-2400

Your PIN will be emailed to you as soon as your request has been processed.

Why Register

It will be easy to complete your online reports for many reasons:

- Data entry screens will look very similar to your current permit DMR,
 - Data entry helpers will be available such as mass-populating NODI codes and excursions to help populate data,
 - DMRs that require resubmission will auto-populate values,
 - Groundwater (Part D) reports will remember previously entered data elements such as Detection Limits, Analysis Method, Sampling Equipment Use, and Samples Filtered, and
 - Search filters can be used to easily locate specific DMRs.
- Users will be able to quickly upload (CSV, XML) and download (PDF, CSV, XML) throughout the DMR data entry lifecycle.

The account access process has been streamlined by empowering the legally authorized facility representatives to grant permissions to their employees through the DEP Business Portal.

Registered users will receive automated email reminders when their various DMRs are due.

Users will automatically receive a PDF copy of their DMRs after submission.

Daily (Part B) DMRs will now be uploaded as an attachment.

If you have any questions, please feel free to contact us at

<mailto:EzDMRAdmin@dep.state.fl.us>.

**STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA014417-005

FACILITY NAME: Alva Schools - Elementary and Middle

FACILITY LOCATION: 21219 N River Rd, PO BOX 128, Alva, FL 33920-3384
Lee County

NAME OF PERMITTEE: Lee County School Board

PERMIT WRITER: Bill Robertson, P.E.

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA014417-005-DW3P

Application Submittal Date: February 29, 2016

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: County

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.020 mgd Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0.000 mgd Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.020 mgd Annual Average Daily Flow

d. Description of Wastewater Treatment

Operate an existing 0.020 MGD AADF (million gallons per day, average annual daily flow) type III extended aeration process domestic wastewater facility consisting of one 15,000 gallon surge tank, four aeration tanks totaling 20,000 gallons, aeration blowers, a 5,000 gallon settling tank, a chlorine feed system, a 720 gallon chlorine contact chamber, a 1,500 digester tank, and two 3,333 square foot percolation ponds. A potable water byproduct (demineralization concentrate) discharges into the domestic wastewater collection system.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

The rule citations below and in the accompanying permit were generated by computer and are the correct rule citations that were in effect prior to February 8, 2016. On February 8, 2016, many rules were renumbered. Although the Department is working on updating the computer program that generates rule citations, that task had not yet been completed at the time of issuance of this permit. If you need the current renumbered citation for any specific rule, please feel free to contact the permit writer at the contact information provided at the end of this document.

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 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	20.0	Annual Average	62-610.510 & 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
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	200	Annual Average	62-610.510 & 62-600.440(4)(c)1. 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	62-610.510 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.02	Annual Average	62-600.400(3)(b) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) FAC
		Max	Report	Quarterly Average	62-600.400(3)(b) FAC
Flow	MGD	Max	Report	Annual Average	62-610.865(13)
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

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
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

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA014417-004-DW3P expires on June 5, 2016.

5. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Crews Environmental Residual Facility or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency				All Parameters	62-640.650(5)(a) FAC

6. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520, 532, 601, 610, and 620, F.A.C.

7. PERMIT SCHEDULES

The permit contains an improvement schedule.

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.

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

This permit is not accompanied by an AO and 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 is available for public inspection electronically at <http://webapps.dep.state.fl.us/DepNexus/public/electronic-documents/FLA014417/facility!search>, or during normal business hours at the location specified in item 12. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

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

Bill Robertson, P.E.
Engineering Specialist II
South District Office

2295 Victoria Ave
Suite 364
Ft. Myers, FL 33901-3875

bill.d.robertson@dep.state.fl.us
Telephone No.: (239) 344-5657



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Jonathan P. Steverson
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

Sent via electronic mail

PERMITTEE:

Lee County School District

RESPONSIBLE OFFICIAL:

James Flock, Director of Maintenance
3308 Canal Street
Fort Myers, Florida 33916
(239) 479-4201
jameslf@leeschools.net

PERMIT NUMBER:

FLA014414

FILE NUMBER:

FLA014414-007-DW3P

EFFECTIVE DATE:

August 29, 2016

EXPIRATION DATE:

August 28, 2021

FACILITY:

Mariner High School WWTP
701 Chiquita Blvd N
Cape Coral, FL 33993-7222
Lee County
Latitude: 26°39' 48.69" N Longitude: 82°0' 7.14" 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 operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Operate a 0.025 million gallons per day (MGD) three-month average daily flow (TMADF) permitted capacity Modified Ludzack-Ettinger (MLE) domestic wastewater treatment plant consisting of: one 8,300-gallon surge tank, one 5,800 Gallon anoxic tank, one 18,300-gallon aeration tank, two 3,334 gallon settling tanks, one 5,000-gallon sludge holding tank and two 275-gallon chlorine contact chambers.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.050 MGD annual average daily flow (AADF) permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of two percolation ponds located at the facility approximately at latitude 26°39' 49.79" N, longitude 82°0' 6.2" W.

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.

PERMITTEE: Lee County School District
 FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
 PA FILE NUMBER: FLA014414-007

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.050 Report	Annual Average Monthly Average	5 Days/Week	Meter	FLW-01	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-01	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Monthly Geometric Mean Annual Average Single Sample	Monthly	Grab	EFA-01	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-01	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Monthly	Grab	EFA-01	

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

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	Elapsed time meters on influent lift station pumps.
EFA-01	Sampling at weir at discharge from chlorine contact chambers.

3. A meter 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 to be used to calculate the annual average. *[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. *[62-610.510, 62-600.440(4)(b) and (5)(b)]*

PERMITTEE: Lee County School District
 FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
 PA FILE NUMBER: FLA014414-007

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective 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	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	Report 0.025	Monthly Average 3-Month Rolling Average	5 Days/Week	Meter	FLW-01	See I.B.4
Flow	MGD	Max	Report	Annual Average	5 Days/Week	Meter	FLW-01	
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	3-Month Rolling Average	Monthly	Calculated	CAL-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

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

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	Elapsed time meters on influent lift station pumps.
CAL-01	Calculated from flow measurements.
INF-01	Sample taken from influent barscreen splitter box.

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. A meter 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:
- a. 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;
 - b. 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
 - c. 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 October 1, 2016. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. If not already registered to use the Department's Ez Discharge Monitoring Report (EzDMR) system, the permittee should register now in order to begin using the EzDMR system when the monitoring requirements under this permit are effective. 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, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this

PERMITTEE: Lee County School District
 FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
 PA FILE NUMBER: FLA014414-007

permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	First day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee shall submit the completed DMR to the Department by the twenty-eighth (28th) of the month following the month of operation. Please contact the Department at (239) 344-5600 if you are unable to submit the completed DMR electronically using the EzDMR system.

The Department electronic EzDMR system at the time of permit issuance is available through the DEP Business Portal at: <http://www.fldeportal.com/go/submit-report/>

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

- Except as otherwise specified in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to the Department in a digital format when practicable. The Department’s electronic mailing address is:

SouthDistrict@dep.state.fl.us

Please contact the Department at (239) 344-5600 if you are unable to submit electronically.

[62-620.305]

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

- Biosolids generated by this facility may be transferred to Crews Environmental or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires 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 biosolids. *[62-620.320(6), 62-640.880(1)]*
- The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*
- Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.7.

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1

PERMITTEE: Lee County School District
 FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
 PA FILE NUMBER: FLA014414-007

Parameter	Units	Max/ Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-2

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Monthly Total of Biosolids Transferred.
RMP-2	Monthly Total of Biosolids Landfilled.

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

Disposal of biosolids, 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 Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Mariner High School WWTP	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

[62-640.880(4)]

D. Receipt

If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*

III. GROUND WATER REQUIREMENTS

Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. *[62-610.518]*
2. The maximum annual average loading rate to the two percolation ponds shall be limited to 3 inches per day (as applied to the entire bottom area). *[62-610.523(3)]*
3. The two percolation ponds normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches 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 an operator certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category II, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator for a minimum of: 1/2 hour per day for 5 days per week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the 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. *[62-699.311(1)]*

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

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
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)]*

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

C. Recordkeeping Requirements

The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.

1. 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;
2. Copies of all reports required by the permit for at least three years from the date the report was prepared;
3. 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;
4. 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;
5. A copy of the current permit;
6. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
7. A copy of any required record drawings;
8. Copies of the licenses of the current certified operators;
9. 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; and
10. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule and report completion to the South District Office at SouthDistrict@dep.state.fl.us within 10 days of completion.

Improvement Action	Completion Date
1. Install a recycle pump at the far end of the aeration basin and this should recycle to the bottom of the anoxic zone. The connection to the aeration basin is at the top and the discharge needs to be at the bottom.	12/29/2016
2. Repair dedicated blower to the surge tank	12/29/2016
3. Remove vegetation in the pond bottoms	12/29/2016

[62-620.320(6)]

2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

- b. The permittee has made complete the application for renewal of this permit before the permit expiration date.
[62-620.335(1) - (4)]

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

1. 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)]*
2. 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)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. 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)]

5. 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. *[62-610.518(1) and 62-600.400(2)(b)]*
6. 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)]*
7. 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)]*

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

8. The permittee shall provide verbal notice to the Department's South 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 South District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
9. The permittee shall provide 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.

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

1. 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)]*
2. 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)]*
3. 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, 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)]*
4. 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)]*
5. 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)]*
6. 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)]*
7. 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

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

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)]*

8. 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)]*
9. 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)]

10. 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)]*
11. 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)]*
12. 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)]*
13. 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)]*
14. 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)]*
15. 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)]*
16. 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

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

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)]

17. 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)]

18. 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 ELCP). 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)]

19. 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)]
20. The permittee shall report to the Department's South 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,

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

- (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 WATCH OFFICE 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 Watch Office:
 - (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 South 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 South District Office shall waive the written report.

[62-620.610(20)]

21. 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)]*
22. 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
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
 - c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
 - d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.

PERMITTEE: Lee County School District
FACILITY: Mariner High School WWTP

PERMIT NUMBER: FLA014414
PA FILE NUMBER: FLA014414-007

- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Ft. Myers, Florida

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Jon M. Iglehart,
Director of
District Management

PERMIT ISSUANCE DATE: August 5, 2016

**STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA014414-007

FACILITY NAME: Mariner High School WWTP

FACILITY LOCATION: 701 Chiquita Blvd N, Cape Coral, FL 33993-7222
Lee County

NAME OF PERMITTEE: Lee County School District

PERMIT WRITER: Barbara J. Skates

1. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

The rule citations below and in the accompanying permit were generated by computer and are the correct rule citations that were in effect prior to February 8, 2016. On February 8, 2016, many rules were renumbered. Although the Department is working on updating the computer program that generates rule citations, that task had not yet been completed at the time of issuance of this permit. If you need the current renumbered citation for any specific rule, please feel free to contact the permit writer at the contact information provided at the end of this document.

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.050	Annual 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	62-610.510 & 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	20.0	Annual Average	62-610.510 & 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
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	200	Annual Average	62-610.510 & 62-600.440(4)(c)1. 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	62-610.510 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	Report	Monthly Average	62-600.400(3)(b) FAC

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
		Max	0.025	3-Month Rolling Average	62-600.400(3)(b) FAC
Flow	MGD	Max	Report	Annual Average	62-600, FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	3-Month Rolling 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
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

2. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

There are no changes to the effluent limits.

3. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Crews Environmental, Rockfill Rd., Ft. Myers, and Florida or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency				All Parameters	62-640.650(5)(a) FAC

4. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

5. PERMIT SCHEDULES

The permit has a schedule of improvement items.

6. 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 via the following link:

<http://webapps.dep.state.fl.us/DepNexus/public/electronic-documents/FLA014414/facility!search>

7. DEP CONTACT

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

Nolin Moon

Nolin.moon@dep.state.fl.us

South District Office

2295 Victoria Ave

Suite 364

Ft. Myers, FL 33901-3875

Telephone No.: (239)344-5672

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: Lee County School District
 MAILING ADDRESS: 3308 Canal Street
 Fort Myers, Florida 33916-

PERMIT NUMBER: FLA014414-007-DW3P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: two percolation ponds, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

FACILITY: Mariner High School WWTP
 LOCATION: 701 Chiquita Blvd N
 Cape Coral, FL 33993-7222

COUNTY: Lee
 OFFICE: South District

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-01	Permit Requirement		0.050 (An.Avg.)	MGD						5 Days/Week	Meter
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-01	Permit Requirement		Report (Mo.Avg.)	MGD						5 Days/Week	Meter
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-01	Permit Requirement					20.0 (An.Avg.)		mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-01	Permit Requirement				60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFA-01	Permit Requirement					20.0 (An.Avg.)		mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 A Mon. Site No. EFA-01	Permit Requirement				60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		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):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Mariner High School WWTP

MONITORING GROUP R-001

PERMIT NUMBER: FLA014414-007-DW3P

NUMBER:

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement									
PARM Code 74055 Y Mon. Site No. EFA-01	Permit Requirement				200 (An.Avg.)		#/100mL		Monthly	Grab
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-01	Permit Requirement				200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Monthly	Grab
pH	Sample Measurement									
PARM Code 00400 A Mon. Site No. EFA-01	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-01	Permit Requirement				0.5 (Min.)		mg/L		5 Days/Week	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement									
PARM Code 00620 A Mon. Site No. EFA-01	Permit Requirement					12.0 (Max.)	mg/L		Monthly	Grab
Flow	Sample Measurement									
PARM Code 50050 P Mon. Site No. FLW-01	Permit Requirement	Report (Mo.Avg.)	0.025 (3Mo.Avg.)	MGD					5 Days/Week	Meter
Flow	Sample Measurement									
PARM Code 50050 Q Mon. Site No. FLW-01	Permit Requirement		Report (An.Avg.)	MGD					5 Days/Week	Meter
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement									
PARM Code 00180 P Mon. Site No. CAL-01	Permit Requirement					Report (3Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement									
PARM Code 80082 G Mon. Site No. INF-01	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab
Solids, Total Suspended (Influent)	Sample Measurement									
PARM Code 00530 G Mon. Site No. INF-01	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: SouthDistrict@dep.state.fl.us

PERMITTEE NAME: Lee County School District
 MAILING ADDRESS: 3308 Canal Street
 Fort Myers, Florida 33916-

PERMIT NUMBER: FLA014414-007-DW3P

LIMIT: Final
 CLASS SIZE: N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity

REPORT FREQUENCY: Monthly
 PROGRAM: Domestic

FACILITY: Mariner High School
 LOCATION: 701 Chiquita Blvd N
 Cape Coral, FL 33993-7222

RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD From: _____ To: _____

COUNTY: Lee
 OFFICE: South District

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement										
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-2	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated

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):

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA014414-007-DW3P

Facility: Mariner High School WWTP

Monitoring Period From: _____ To: _____

	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Nitrogen, Nitrate, Total (as N) mg/L	Solids, Total Suspended mg/L	pH s.u.	Flow MGD	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L
Code	80082	50060	74055	00620	00530	00400	50050	80082	00530
Mon. Site	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	FLW-01	INF-01	INF-01
1									
2									
3									
4									
5									
6									
7									
8									
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22									
23									
24									
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: _____

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. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. 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
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

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 Measurement: 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. Data qualifier codes are not to be reported on Part A.

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.

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.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved 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. Data qualifier codes are not to be reported on Part D.

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 Explanation: 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 > 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.

Self-Monitoring

Ez Discharge Monitoring Report (EzDMR)

The EzDMR system is operational. This electronic reporting system should be accessed through the DEP Business Portal, which can be found at <http://www.fldepportal.com/go/>.



Establish an Account Now

Account Steps:

Step 1: Click <http://www.fldepportal.com/go/> or copy and paste the URL into your web browser.

Step 2: Already have an account? If no, then skip to Step 4. If yes, then click on Sign In.

Step 3: Enter your id/password and click the "Sign In" button. (Now skip to Step 8)

Step 4: If you are a new user to the DEP Business Portal, you will need to register first. Please click on Register.

Step 5: Follow the instructions and complete the required information.

Step 6: Click the "Register" button. You will be sent an email in order to verify your email address.

Step 7: Complete the verification process by following the instructions in the email.

As in the current eDMR system, Certifiers will need to electronically sign documents submitted to DEP using their PIN. To obtain a new PIN, please follow the instructions below.

Certifier Steps:

Step 8: Starting from the DEP Business Portal Homepage, Click the "Submit" button.

Step 9: Click the "PIN Application" button.

Step 10: Click the "Apply for a Pin" button.

Step 11: Complete the required information and click the "Generate a PIN Application" button.

Step 12: Complete the Electronic Subscriber Agreement form, which will be sent to you in an email as an attachment. The email will be from no-reply@dep.state.fl.us.

Step 13: Have the form notarized and then mail the original form to:

Florida Department of Environmental Protection

Attn: ESA Processing

2600 Blair Stone Road MS 6520

Tallahassee, FL 32399-2400

Your PIN will be emailed to you as soon as your request has been processed.

Why Register

It will be easy to complete your online reports for many reasons:

- Data entry screens will look very similar to your current permit DMR,
 - Data entry helpers will be available such as mass-populating NODI codes and excursions to help populate data,
 - DMRs that require resubmission will auto-populate values,
 - Groundwater (Part D) reports will remember previously entered data elements such as Detection Limits, Analysis Method, Sampling Equipment Use, and Samples Filtered, and
 - Search filters can be used to easily locate specific DMRs.
- Users will be able to quickly upload (CSV, XML) and download (PDF, CSV, XML) throughout the DMR data entry lifecycle.

The account access process has been streamlined by empowering the legally authorized facility representatives to grant permissions to their employees through the DEP Business Portal.

Registered users will receive automated email reminders when their various DMRs are due.

Users will automatically receive a PDF copy of their DMRs after submission.

Daily (Part B) DMRs will now be uploaded as an attachment.

If you have any questions, please feel free to contact us at

<mailto:EzDMRAdmin@dep.state.fl.us>.

EXHIBIT 2 - ITN SELECTION CRITERIA

ITN No.: **N207381RC**

Project: **WASTE WATER & REVERSE OSMOSIS TREATMENT PLANT OPERATIONS**

Respondent

Name:

Selection

Committee:

SCORING OF WRITTEN RESPONSES

SELECTION CRITERIA #1 (Weight: 35%)		<i>Weight</i>	<i>Score</i> 0 to 10
PRICING			
1	Pricing - Proposal Form BT-125W	35%	
SELECTION CRITERIA #2 (Weight: 30%)			<i>Score</i> 0 to 10
RELATED EXPERIENCE			
2	The Proposer identified their clients, their locations, type of business they conduct and if they are a current or previous client	10%	
3	The Proposers described in detail the type of similar services their company has or is providing for each of these clients.	10%	
4	The Proposer listed the number of years they have been providing similar services to each of these clients	10%	
SELECTION CRITERIA #3 (Weight: 20%)			<i>Score</i> 0 to 10
CORPORATE OVERVIEW			
5	Describe how and when the Proposer's firm was founded. Also include the following: i. Number of partners, managers, supervisors, senior management, other professional staff ii. Ownership (describe in detail). iii. Date of business inception under current name: ____ / ____ / ____ (mm/dd/yyyy). iv. Affiliated organizations/accreditations/partnerships. v. Proposer to submit sufficient evidence to establish it has an office within one (1) HOUR of the 2 project locations, to be able to respond to an emergency call and it will be the primary office from which the project will be managed. vi. Describe Proposer's regulatory agency actions and litigation in the past 5 years, both as complainant and defendant. vii. List the number of employees as follows: a. Technicians. b. Certified Plant operators. viii. Describe the ethics standards in place at Proposer's firm and provide a copy of such.	20%	
SELECTION CRITERIA #4 (Weight: 10%)			<i>Score</i> 0 to 10
LITIGATION RECORDS			
6	Proposer's described regulatory agency actions and litigation in the past 5 years, both as complainant and defendant.	10%	
PROPOSER'S SUBMITTAL #5 (Weight: 5%)			<i>Score</i> 0 to 10
SUBMITTAL (completeness, correctness, and clarity)			
7	Proposer's Submittal (completeness, correctness, and clarity)	5%	

SCORING OF PRESENTATIONS

ITN No.: **N207381RC**

Project: **WASTE WATER & REVERSE OSMOSIS TREATMENT PLANT OPERATIONS**

Respondent

Name:

Selection

Committee:

SELECTION CRITERIA #1 (Weight: 35%)		<i>Weight</i>	<i>Score</i> 0 to 10
PRICING			
1	Best and Final Offer	35%	
SELECTION CRITERIA #2 (Weight: 30%)			<i>Score</i> 0 to 10
ON-SITE TEAM			
2	Proposer identified the on-site team including Account Manager and communicated their knowledge, skills and abilities relevant to the scope of work.	30%	
SELECTION CRITERIA #3 (Weight: 25%)			<i>Score</i> 0 to 10
PRESENTATION			
3	Proposer presentation was clear and informational. Proposer was well prepared and answered questions.	25%	
SELECTION CRITERIA #4 (Weight: 10%)			<i>Score</i> 0 to 10
REFERENCES			
4	A minimum of 3 Client References were received by the District in compliance with RFQ requirements. Reference responses should describe from the Client's viewpoint the level of flexibility and collaboration of the Respondent.	5%	
5	Client references provided a description of the overall performance, knowledge and expertise in the proposers ability to perform their contracted services.	5%	