

Walters, Vivian (RER)

From: Hevia, Maria (ISD)
Sent: Monday, August 19, 2013 9:34 AM
To: Walters, Vivian (RER)
Subject: Req. No. RQID1300183: HAULING AND DISPOSAL OF CLASS B BIOSOLIDS
Attachments: SBD INPUT DOCUMENT.pdf; 7122 Replacement Draft (8-12).pdf

Good morning Vivian,

Attached find the SBD input document and ITB draft for the above-listed project.

Please let me know if additional information is needed.

Regards,

*Maria Hevia
Procurement Contracting Officer I
Miami-Dade County
Internal Services Department
111 N.W. First Street, Suite 1300 Miami, FL 33128
Telephone: 305-375-5073; Fax: 305-375-4407
E-mail: Mhevia@MiamiDade.gov
Visit our Website at <http://www.miamidade.gov/procurement>*



BID NO.:

OPENING: 2:00 P.M.

, 2013

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

FOR INFORMATION CONTACT:

Maria Hevia, 305-375-5073, MHevia@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

Procurement Officer: Maria Hevia, CPPB

Bids will be accepted until 2:00 p.m. on _____, 2013

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

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

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

NOTICE TO ALL BIDDERS:

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

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

SECTION 1
GENERAL TERMS AND CONDITIONS

HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable general terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

SECTION 2
SPECIAL CONDITIONS

HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

2.1 PURPOSE:

The purpose of this solicitation is to establish a contract for the purchase of services for Hauling and Disposal of Class "B" Biosolids in conjunction with the County's needs on an as needed when needed basis.

2.2 TERM OF CONTRACT:

This contract shall be for sixty (60) months and commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD:

- A. Group A: Transportation and Disposal of Class B Biosolids in the form of sludge cake from Central District Wastewater Treatment Plant in accordance with Section 3, paragraph 3.5A of this solicitation.

Award of Group A will be made to up to three (3), lowest, responsive, responsible vendor(s) who meet the minimum qualifications set forth in Section 2.3, E. While the award will be made to multiple vendors to assure availability, the weekly biosolids available will be distributed to the three awarded vendors as described in Section 3, paragraph 3.5A of this solicitation.

- B. Group B: Transportation and Disposal Class B Biosolids in the form of partially dried sewage sludge (PDSS) from the South District Wastewater Treatment Plant in accordance with Section 3, paragraph 3.5B of this solicitation.

Award of Group B will be made to one (1), lowest, responsive, responsible vendor who meets the minimum qualifications set forth in Section 2.3, E.

- C. Group C: Transportation and Disposal of Mixed Biosolids, Screenings and/or Grit from the North, Central, or South District Wastewater Treatment Plant in accordance with Section 3, paragraph 3.5C of this solicitation.

Award of Group C will be made to one (1), lowest, responsive, responsible vendor who meets the minimum qualifications set forth in Section 2.3, E.

- D. Group D: Transportation and Disposal of Biosolids, Pre-qualification of Vendors – this group will be used if vendors awarded other groups are unable to provide the services required of that group.

Award of Group D will be made to all vendors who submit a responsive, responsible bid for Groups A, B or C, and meet the minimum qualifications set forth in this solicitation. Vendors meeting the minimum qualifications shall be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on an as-needed basis. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

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HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

E. Minimum Qualifications as follows:

1. Group A - Vendors shall have the minimum capability of disposing up to 1,500 tons of sludge cake per week. Submit the following with the Bid Submittal Form: copies of all required reports in accordance with Chapter 62-640 Florida Administrative Code (F.A.C.) and with all applicable laws, rules and regulations, as proof of meeting the minimum qualification.
2. Group B – Vendors shall have the minimum capability of disposing 500 tons of partially dried sludge per week. Submit the following with the Bid Submittal Form: submit copies of all required reports in accordance with Chapter 62-640 Florida Administrative Code (F.A.C.) and with all applicable laws, rules and regulations, as proof of meeting the minimum qualification.
3. Group C – Vendors shall have the minimum capability of disposing 800 tons of mixed biosolids/ grit/screenings per week. Submit the following with the Bid Submittal Form: copies of all required reports in accordance with Chapter 62-640 Florida Administrative Code (F.A.C.) and with all applicable laws, rules and regulations, as proof of meeting the minimum qualification.
4. Group D – Vendors shall have the minimum capability of disposing sludge cake from Central District WWTP, PDSS from South District WWTP and mixed biosolids, grit/screenings from the North, Central, and South District WWTPs at the direction of the County. Submit the following with the Bid Submittal Form: copies of all required reports in accordance with Chapter 62-640 Florida Administrative Code (F.A.C.) and with all applicable laws, rules, and regulations, as proof of meeting the minimum qualification.

2.4 OPTION TO RENEW

Upon completion, of the initial term, the County shall have the option to renew this contract for an additional five (5) years. The County may consider a price adjustment for the option to renew term in accordance with Section 2, paragraph 2.5 of this solicitation.

2.5 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED:

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year, to be effective each anniversary date of the contract. The pricing adjustment shall not be in excess of the increase reflected on the latest Consumer Price Index for the following: All Urban Consumer (CPI-U): U.S. City Average, Water & Sewer and Trash Collection Services (Series ID: CUSROOSEH). It is the successful bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current date/year may not be considered. The County reserves the right to reject any price adjustments submitted by the successful bidder. If no adjustment request is received, the County will assume that the successful bidder has agreed that the next year term will be without any price adjustment.

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It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder, and/or to terminate the contract with the bidder based on such price adjustments.

Should the relevant pricing index report a decline in the inflation rate, the County shall have the right to adjust prices downward to reflect the index change. The downward adjustment shall not be in excess of the relevant pricing index change.

2.6 INDEMNIFICATION AND INSURANCE

The standard insurance requirements listed in the general terms and conditions shall apply with the exception of the following changes to the sections specifically identified:

- A. Commercial General Liability Insurance to include Pollution Liability in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.

2.7 OFFER GUARANTY/BID BOND:

All offers shall be accompanied by an offer guaranty/bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond as follows: 10% of a figure arrived at by multiplying the proposed unit price by the estimated annual tonnage for the year as listed on Section 4 of this solicitation for each group), payable to the Board of County Commissioners of Miami-Dade County, Florida. Any offer which is not accompanied by an offer guaranty shall be considered unacceptable and/or non-responsive and ineligible for award. All vendors shall be entitled to the return of their offer guaranty within ten (10) calendar days after execution of a contract between a successful vendor and Miami-Dade County.

2.8 PERFORMANCE BOND:

The vendor to whom a contingent award is made for Groups A, B, and C shall duly execute and deliver to the County a Performance and Payment Bond as follows:

- Group A – 100% of the amounts computed using the formula as listed on Section 3, paragraph 3.5 and the estimated annual tonnage for Group A.
- Group B and C – 100 % of a figure arrived at by multiplying the proposed unit price by the estimated annual tonnage for the year, as listed on Section 4 of this solicitation for each group.

Successful bidder shall provide a new bond or a written extension of the existing bond every year that they are on this contract.

The County will supply a Performance and Payment Bond Form. The completed form shall

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HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

be delivered to the County within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (2007) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. The surety company is licensed to do business in the State of Florida;
2. The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

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- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

2.9 ESTIMATED QUANTITIES:

In addition to the terms listed under paragraph 1.8 of the general terms and conditions of Miami-Dade Procurement Contracts; include the following:

Provision of a performance bond based on the estimated annual tonnages of sludge shall not create any obligation on the part of the County to provide such tonnages of sludge to the successful bidder. The annual tonnages of sludge provided in this solicitation are estimates. The County may produce more or less amount of sludge in any given week or across the Contract period. The successful bidder is not guaranteed a minimum volume of sludge pursuant to this Contract in any given week or across the contract period. Bidder shall haul and dispose of sludge in excess of the tonnages cited in this solicitation, as directed by the County, and consistent with the terms of this Contract.

2.10 INVOICES:

In addition to the terms listed under paragraph 1.34 of the general terms and conditions of Miami-Dade County Procurement Contracts; include the following:

The County shall pay a lump sum, combined fee (disposal and transportation) for all material hauled and legally disposed. The County shall provide periodic payments (not more than one invoice per month) for the services rendered by the successful bidder. In order for the County to provide payment, the bidder shall submit a fully documented invoice, which identifies the appropriate release number, the applicable load tickets, scale weight slips, and itemizes the services provided to Miami Dade Water and Sewer Department. The invoice shall be submitted on the first and fifteenth of the month to the Central Wastewater Treatment Plant within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

2.11 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Maria Hevia, at (305) 375-5073 email – Mhevia@miamidade.gov.

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2.12 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.13 ADDITIONAL SERVICE MAY BE ADDED

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

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

2.14 COMPETENCY OF VENDORS AND ASSOCIATE SUBCONTRACTORS

Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier.

Miami-Dade County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

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2.15 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.16 LICENSES, PERMITS AND RECORD KEEPING:

Vendor shall be responsible for obtaining all required licenses and permits in accordance with Chapter 62-640 FAC and all applicable laws, rules and regulations. Required permits shall be obtained prior to engaging in any disposition of material for land application, placement in a landfill, or any other legal methods of disposal activities. Vendor shall maintain all records of material placement, monitoring, and other items required by all applicable laws, regulations, rules and permits. Vendor shall prepare and submit all reports required by all applicable laws, regulations, rules and permits to WASD within thirty (30) days of receipt, and make them available for inspection, as required, for the duration of the contract, plus five (5) years,

All disposal, storage, and/or use shall be in compliance with the operating permits for the Wastewater Treatment Plants. Damages, penalties and or fines imposed on the County or the vendor(s) for failure to obtain required licenses, and permits shall be borne by the vendor(s) irrespective of any fault on the part of the County.

2.17 COMPLIANCE WITH FEDERAL STANDARDS

All services to be provided under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.18 WORK ACCEPTANCE

Services provided will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

2.19 FORCE MAJEURE

Performance by each party shall be pursued with due diligence in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of due diligence of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses (other than Licensor's occupational licenses), blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall

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promptly provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.

2.20 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder/service contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages Sanctions; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

- A. "Administrative hearing officer" means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance Code, implementing Administrative Order. No 3-20 and these Supplemental General Conditions.
- D. "Compliance officer" means the Director of the Department of Small Business Development (SBD) County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. "Contract" means an agreement for services covered by the Living Wage Code Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- G. "Contracting officer" means the Department of Procurement Management County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

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- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County the Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services.
- j. Covered services are any one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
- (i) food preparation and/or distribution;
 - (ii) security services;
 - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

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- (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
 - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (vii) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
 - (vii) Janitorial Services;
 - (viii) Delayed Baggage Services;
 - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
 - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
 - (xi) In warehouse cargo handlers.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without a health benefits plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year in effect for the fiscal year I which the work is performed.

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- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers to the County to include, reviewing quarterly reports on complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.
- N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.
- O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or,
 - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including at Miami International Airport pursuant to a permit, lease agreement or otherwise.

2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION

- A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at www.miamidade.gov/sba/living_wage_poster.asp.

All covered employees providing covered services shall be paid not less than the living wage rate in effect accordance with the current rate for the fiscal given year in which the work is performed.in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority compliance officer to qualify for the wage rate for employees with a health benefit plan.

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- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section complying with the living wage shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee..
 2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. Pursuant to Section C of County Code Section 2-8.9, The Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. .
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

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- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.
- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES, SANCTIONS; WITHHOLDING

- A. **Liability for Unpaid Wages:** Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. **Sanctions:** In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:
1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.
 2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
 3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
 4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be

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declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;

5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
 6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
 7. All such sanctions recommended or imposed shall be a matter of public record.
 8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
 9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.
- C. **Withholding**
The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

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4. PAYROLL; RECORDS; REPORTING

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
- a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
 - b. the number of hours worked each day by each covered employee;
 - c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
 - d. any other data or information the Living Wage Commission or the County should require.
- B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

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6. **PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**
- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - 2) The penalties assessed;
 - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of

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such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

- F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

2.21 EXPRESSED OR IMPLIED WARRANTY

To the extent that the County's provision of Class B biosolids for transport, disposal, or use and/or the subsequent transport and utilization of Class B biosolids by the Vendor(s) or others may be deemed or held to be a sale of goods pursuant to Chapter 672, Florida Statutes, Uniform Commercial Code-sales, the COUNTY MAKES NO EXPRESSED OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE CLASS B BIOSOLIDS PROVIDED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

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3.1 SCOPE

The work and services to be performed under this contract is the transportation and disposal of anaerobically digested Class B biosolids and/or mixed grit screenings/biosolids material. It shall be the responsibility of the successful vendor(s) to furnish all vehicles with suitable liners/covers/watertight tailgates and trailer bodies, drivers, fuel, maintenance, repairs, insurance, license tags, permits, licenses and all incidentals necessary for the legal operation of transporting and disposing of Class B biosolids and/or mixed grit screenings/biosolids material. The successful vendors are responsible for all tolls. Vendor(s) shall supply trucks capable of hauling a minimum of twenty (20) wet tons of material.

This contract is non-exclusive and the County shall have the right, with no liability therefore, to contract with and utilize other contractors and other methods for transport and disposal of biosolids and/or mixed grit screenings/biosolids material.

The awarded vendor(s) shall utilize such biosolids only for such purposes authorized by Federal, State, and local law. A successful vendor shall not utilize, store or dispose of biosolids transported hereunder in any manner not legally authorized and permitted. All successful vendors shall assume all responsibility and liability for proper disposal of biosolids as required by Florida Administrative Code Chapter 62-640, F.A.C, upon delivery of biosolids meeting the chemical criteria and appropriate stabilization requirements of Chapter 62-640, F.A.C by the County to vendor's trucks or vehicles. All successful vendors shall comply with the requirements for proper disposal, storage, or use as presently set forth in the permits for the North, Central, and South District Wastewater Treatment Plants, and as set forth in future permits and that it shall comply with all applicable federal, state, and local laws, regulations and requirements. Each successful vendor is responsible for supplying the appropriate regulatory body with all submittals of documentation as may be required by federal, state, and local law for the method of disposal utilized by such vendor.

The awarded vendor(s) in Groups A, B, and C shall be given the first opportunity to haul sludge cake, PDSS, and mixed grit/screening/biosolids, respectively. In the event that the successful vendor(s) in Groups A, B, and C fail to haul such biosolids, the successful vendors in Group D shall haul such items when awarded by group item from the vendor pool by spot market quotation. Work allocation will be offered to the successful vendor of groups A and D in accordance with Section 3.0, paragraph 3.5

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3.2 DEFINITIONS

As used in this Contract, the following terms shall be interpreted as having only the definitions specified herein.

Biosolids- Anaerobically digested Class B biosolids. For the purposes of this bid biosolids and sludge cake will be used interchangeably.

Central District Wastewater Treatment Plant - Central WWTP - Wastewater Treatment Plant located at 3989 Rickenbacker Causeway, Virginia Key, Miami, FL 33149.

Land Filling - Disposal of product in a licensed land fill disposal site (dump).

Land Application - Biosolids which have been treated to the point making it acceptable for its use as fertilizer on approved farms/groves.

North District Wastewater Treatment Plant – North District WWTP – Wastewater treatment plant located at 2575 NE 151st Street, North Miami Beach, FL, 33160.

South District Wastewater Treatment Plant - South District WWTP - Wastewater treatment plant located at 8950 SW 232 Street, Miami, FL 33170.

Water and Sewer Department (WASD) - Miami-Dade County department which will be the user of this contract.

3.3 SCHEDULE

All loading of sludge shall be by County personnel, between the hours of 7:00 AM and 3:00 PM, Monday through Saturday at the Central District Wastewater Treatment Plant and Monday through Friday at the South District Wastewater Treatment Plant, and Monday thru Friday at the North District Wastewater Treatment Plant. Loading shall be on all weekdays and Saturdays, except those holidays observed by the land application industry. Note: Loading hours and/or days can be changed with twenty-four hour advance written notice by the County to the successful vendor(s). The successful vendor(s) shall be responsible for and provide immediate cleanup of all spills that occur after loading is complete.

The County shall by noon on Tuesday inform the successful vendors on Groups A and B of the estimated amount of biosolids the County anticipates being available for the following week. Each successful vendor shall, by noon on Wednesday, inform the County of the amount of biosolids the vendor will be able to haul on each day of the following week. No later than 5:00 PM on Wednesday the County shall provide each vendor--including the successful vendor on groups D and C--with a schedule showing the estimated amount of biosolids and/or mixed grit screenings/biosolids material that will be made available to each vendor on each day of the following week. The County shall allocate sludge cake to the successful vendor(s) on Group A in accordance with paragraph 3.5, any biosolids not accepted by the lowest vendor in group A shall be offered to the second lowest; if it is not accepted or partially accepted, the remainder shall then be offered to the third, and any remaining sludge cake shall be allocated to the successful vendors on Group D.

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All notices, responses, and schedules provided under this section shall be provided to each vendor in each group via facsimile or any other electronic means as agreed upon by both parties, and such communication shall be considered to be received by the vendor(s) upon transmittal by the County.

In the event any vendor contends that a weekly schedule prepared by the County is in error, the vendor shall notify the County within twenty-four hours (24) of receipt of said schedule. No vendor shall have a cause of action against the County in law or equity based on any improprieties as may be apparent in the schedule unless that vendor first notifies the County of such improprieties within twenty-four hours (24) of the receipt of such schedule. All such notifications must be made in writing, and receipt of such written notification by the County is a condition precedent to any County liability based on improper schedules.

The vendor(s) shall be responsible for transporting biosolids and/or mixed grit screenings/biosolids material in accordance with the final schedule given the vendor(s) by the County.

No schedule prepared by the County shall require the County to provide any vendor with any particular amount of biosolids and/or mixed grit screenings/biosolids material. Vendors are advised that the County may provide more or less biosolids and/or mixed grit screenings/biosolids material than the amount estimated, and the County shall not be liable for provision of more or less sludge than estimated or shown on the schedule or any costs incurred by any vendor as a result of the provision of more or less sludge than anticipated. The County shall have no obligation to provide vendor(s) with additional biosolids and/or mixed grit screenings/biosolids material at a later date if the County produces less biosolids and/or mixed grit screenings/biosolids material than anticipated. The County shall have no obligation to inform vendor(s) if the County becomes aware that biosolids and/or mixed grit screenings/biosolids material quantities will be different than those estimated or scheduled.

Times given refer to Eastern Standard Time.

3.4 SLUDGE QUANTITIES, CHARACTERISTICS

Sludge cake from the Central District Wastewater Treatment Plant on Virginia Key is anaerobically digested wastewater sludge meeting the requirements of class B sludge, dewatered to approximately 25 percent dry solids and meeting the requirements for disposal in a Class 1 landfill, the chemical criteria and appropriate stabilization requirements of Chapter 62-640, Florida, F.A.C., and has an average P – K – N value of 2%, 0.1%, 6%, respectively. Production is approximately 1,500 tons per week more or less. No vendor shall be entitled to a specific amount of this item for any given week or across the contract period. This item shall be transported and disposed of by Groups A and D.

Partially dried sludge from the South District Wastewater Treatment Plant is anaerobically digested sludge meeting the requirement of Class B, dewatered sludge and air-dried to approximately 40 to 70 percent dry solids. Estimated quantity is approximately 500 tons per week wet weight (more or less). No vendor shall be entitled to a specific amount of this item for any given week or across the contract period. This Item shall be transported and disposed of by Groups B, and D if applicable.

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Mixed biosolids, grit and/or screenings from the North District Wastewater Treatment plant, suitable for disposal in a Class 1 landfill. Estimated to total approximately 300 tons per week (more or less). No vendor shall be entitled to a specific amount of this item for any given week or across the contract period. This item shall be transported and disposed of by Group C or D if applicable.

Mixed biosolids, grit and/or screenings from the Central District Wastewater Treatment plant, suitable for disposal in a Class 1 landfill. Estimated to total approximately 300 tons per week (more or less). No vendor shall be entitled to a specific amount of this item for any given week or across the contract period. This item shall be transported and disposed of by Group C or D if applicable.

Mixed biosolids, grit and/or screenings from the South District Wastewater Treatment plant, suitable for disposal in a Class 1 landfill. Estimated to total approximately 200 tons per week (more or less). No vendor shall be entitled to a specific amount of this item for any given week or across the contract period. This item shall be transported and disposed of by Group C or D if applicable.

3.5 SCOPE BY GROUP AND METHOD OF DISTRIBUTION

3.5A Scope: Group A - Transport Class B biosolids in the form of sludge cake from the Central District WWTP and dispose of such sludge via land application, further process sludge cake off-site for the purpose of conversion into a biofuel and/or Class AA biosolids for land, or other method permitted under federal, state, and local law, but shall not dispose of this sludge via landfill application.

Weekly allocation of Group A work shall be made using the following formula:

- a is the estimated base amount of sludge per vendor available for purposes of this weekly exercise.
- b is the estimated amount of sludge to be offered to the **second** lowest vendor.
- c is the estimated amount of sludge to be offered to the **third** lowest vendor.
- d is the estimated amount of sludge that is offered to the lowest vendor and not offered to the 2nd or 3rd low vendor due to their higher price, and therefore the estimated amount of additional sludge offered to the first low vendor.
- e is the **total** estimated amount of sludge offered to the **first** lowest vendor which includes the amount identified by d.
- x is the total estimated weekly sludge produced; this estimate will be identified by WASD staff.
- y is the percent difference in price of the first low vendor to the second low vendor.
- z is the percent difference in price of the first low vendor to the third low vendor

$$\frac{x}{\# \text{ of vendors in Group A}} = a \text{ (base amount of sludge available)}$$

$$\frac{(\text{Price of the 2}^{\text{nd}} \text{ lowest bid} - \text{Price of the 1}^{\text{st}} \text{ lowest bid})}{\text{Price of the 1}^{\text{st}} \text{ lowest bid}} = y \text{ (\% diff. in price of the first low vendor to the second low vendor)}$$

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$$\frac{(\text{Price of the 3}^{\text{rd}} \text{ lowest bid} - \text{Price 1}^{\text{st}} \text{ of the lowest bid})}{\text{Price of the 1}^{\text{st}} \text{ lowest bid}} = z \text{ (\% diff. in price of the first low vendor to the third low vendor)}$$

$[a - (a \cdot y)] = b$ (amount of sludge to be offered to the **second** lowest vendor)

$[a - (a \cdot z)] = c$ (amount of sludge to be offered to the **third** lowest vendor)

$[(a - b) + (a - c)] = d$ (amount of **additional** sludge offered to the first low vendor)

$a + d = e$ (**total** amount of sludge offered to the **first** lowest vendor)

EXAMPLE

Weekly estimated tonnage is 1500 tons (in this example) with three vendors in Group A; therefore $x = 1500$

$1500 \div 3$ (this assumes there are 3 vendors in the group) = 500 tons = a

Price submitted by vendor #1 bid \$19.00/ton

Price submitted by vendor #2 bid \$21.00/ton

Price submitted by vendor #3 bid \$23.00/ton

$\$21.00 - \$19.00 = \$2.00$ diff. (vendor #2's price minus vendor #1's price)
 2.00 divided by $19.00 = 10.53\%$ diff #2 to #1 = y

$\$23.00 - \$19.00 = \$4.00$ diff (vendor #3's price minus vendor #1's price)
 4.00 divided by $19.00 = 21.05\%$ diff #3 to #1 = z

Vendor #2 is credited with 500 tons - (500 tons multiplied by 10.53%) = 447.35 tons = b

Vendor #3 is credited with 500 tons - (500 tons multiplied by 21.05%) = 394.75 tons = c

The tons not offered #2 and #3 (157.9 tons) are offered to #1 = d

Therefore #1 will be offered 657.9 tons (a + d) = e

In the event that a vendor awarded Group A declines its offered weekly allocation, said sludge will be offered to the next lowest vendor in the group in price order. Any amount refused by all awarded vendors for Group A will be offered to the pre-qualified vendors for Group D.

3.5B Scope: Group B- Transport Class B biosolids in the form of partially dried sewage sludge (PDSS) from the South District WWTP. Awarded vendor shall dispose of such sludge via land application or other method permitted under federal, state, and local law, but shall not landfill said sludge. Any amount refused by the awarded vendor for Group B will be offered to the pre-qualified vendors for Group D.

3.5C Scope: Group C - Transport mixed biosolids, screenings and/or grit from the North, Central, or South District WWTP. Awarded vendor shall dispose of all such mixed

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biosolids, screenings and/or grit via land filling. Any amount refused by the awarded vendor for Group C will be offered to the pre-qualified vendors for Group D.

- 3.5D Scope: Group D - To pre-qualify vendors to participate in spot market purchases for hauling and disposal of Class B biosolids as required by the County on an as needed basis.

3.6 EXTRA BIOSOLIDS:

- 3.6A If extra Class B biosolids is available and there is an urgent need to have Class B biosolids immediately transported and disposed, the County may, with no liability therefore, have the Class B biosolids transported and disposed by any parties with whom it has entered into or may enter into transport and disposal contract or the County may transport or dispose of such Class B biosolids itself, and no successful vendor shall have either a cause of action against the County for such transport or any right to receive an equivalent amount of such Class B biosolids from the County at a later date. The County shall in its sole discretion determine when there is an urgent need to have Class B biosolids immediately transported and disposed.

- 3.6B If extra Class B biosolids is available and there is not an urgent need to have the Class B biosolids transported, the County shall contact the vendor(s) in the order arrived at in the formula to establish group A. Vendors shall have one hour from the time of such notification to inform the County as to whether the vendors can transport such extra Class B biosolids. In the event that the notified vendor, either fails to timely respond or is not able to transport such extra Class B biosolids, the County shall notify the next vendor in the order arrived at in the formula to establish group A; in the event no vendors in Group A timely respond or are unable to transport such extra Class B biosolids, the County shall offer such sludge to the pre-qualified vendors for Group D.

3.7 FAILURE TO PERFORM

Class B Biosolids shall be hauled at the dates and times specified on the schedule provided by the County, as specified in Section 3, paragraph 3.3 herein. In the event the successful vendor fails to transport Class B biosolids in accordance with the schedule, and such failure is not the result of force majeure or acts of God, re-procurement charges shall be imposed on the vendor in the amount of ten dollars (\$10.00) per every scheduled ton the vendor fails to haul. In the event that a vendor fails to transport Class B biosolids on three or more occasions, and such failures are not the result of force majeure or acts of God, the successful vendor may be in default of the Contract. For the purposes of this contract, neither the unavailability of trucks nor mechanical failures shall constitute either force majeure or an act of God. Unless notified, in writing, of the existence of force majeure or an act of God within forty eight (48) hours of the occurrence of such acts, the County shall not consider any failures to transport Class B biosolids as excused by force majeure or an act of God.

In no event a vendor that fails to haul biosolids and/or mixed grit screening/biosolids materials due to force majeure or act of God will be entitled to receive, at a later date, an equivalent amount of biosolids and/or mixed grit screenings/biosolids material the vendor

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failed to haul. The vendor is not entitled to any compensation for such biosolids and/or mixed grit screenings/biosolids material.

If a vendor is unable to transport Class B biosolids, the County is under no obligation to store the Class B biosolids scheduled to be hauled by said vendor until the next day, and the County shall dispose of such Class B biosolids as if such Class B biosolids were extra Class B biosolids.

3.8 UNACCEPTABLE PRODUCT

WASD understands and agrees that unacceptable product will not be accepted for disposal at either a landfill or for land application or other legal use. For the purposes of this contract "unacceptable product" shall be defined as product which cannot be either legally disposed of in a lined Class 1 landfill or land applied or otherwise lawfully used pursuant to State and Federal law. The Vendor may refuse any load of product at WASD plants (in the case of land application product) or the landfill which, based on competent substantial evidence, is determined to contain unacceptable product. The Vendor shall notify WASD immediately of its intent to refuse transport or disposal of unacceptable product. Class B biosolids shall not be considered unacceptable if individual Counties ban land application of Class B biosolids but other Counties allow land application of Class B biosolids.

**SECTION 4
BID SUBMITTAL FORM**

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

OPENING: 2:00 P.M.

, 2013



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

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

Issued
by: **MH**

ISD/PM

Date Issued:

This Bid Submittal Consists of
Pages 25 through 29

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

HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

A Bid Deposit in accordance with Section 2, paragraph 2.7 of this solicitation

A Performance Bond in accordance with Section 2, paragraph 2.8 of this solicitation will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 906-80, 910-27	
Procurement Contracting Officer: Maria Hevia, CPPB	

FIRM NAME _____

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

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
 BID SUBMITTAL FOR:
 HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS**

FIRM NAME: _____

Reference	Summarized Requirement	Initial As Completed
Section 2, Paragraph 2.3 E 1, 2 and 3	Provide the following documentation: <ul style="list-style-type: none"> Copies of all required reports in accordance with Chapter 62-640 Florida Administrative Code (F.A.C. and with all applicable laws, rules and regulations, as proof of meeting the minimum requirements for Group A 	_____
	Provide the following documentation: <ul style="list-style-type: none"> Copies of all required reports in accordance with Chapter 62-640 Florida Administrative Code (F.A.C. and with all applicable laws, rules and regulations, as proof of meeting the minimum requirements for Group B 	_____
	Provide the following documentation: <ul style="list-style-type: none"> Copies of all required reports in accordance with Chapter 62-640 Florida Administrative Code (F.A.C. and with all applicable laws, rules and regulations, as proof of meeting the minimum requirements for Group C 	_____

GROUP A-DISPOSAL BY LAND APPLICATION OR OTHER LEGAL METHOD EXCEPT LANDFILL

Item #	Estimated Amounts	Description	Price per Ton
1	460,000 tons (This estimate is based on 92,000 tons per year)	Sludge cake from the Central District Wastewater WWTP	\$ _____

GROUP B - DISPOSAL BY LAND APPLICATION OR OTHER LEGAL METHOD EXCEPT LANDFILL

Item #	Estimated Amounts	Description	Price per Ton
2	130,000 tons (This estimate is based on 26,000 tons per year)	Partially Dried Sewage Sludge from South District WWTP	\$ _____

GROUP C - DISPOSAL IN CLASS I LANDFILL

Mixed biosolids, grit, and/or screenings from the following Wastewater Treatment Plants 230,000 tons (this estimate based on 46,000 tons per year)			
Item #	Estimated Amounts	Description	Price per Ton
1	60,000 tons (this estimate is based on 12,000 tons per year)	North District WWTP	\$
2	85,000 tons (this estimate is based on 17,000 tons per year)	Central District WWTP	\$
3	85,000 tons (this estimate is based on 17,000 tons per year)	South District WWTP	\$

**SECTION 4
 BID SUBMITTAL FOR:
 HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS**

FIRM NAME: _____

GROUP D - PRE-QUALIFICATION OF VENDORS FOR DISPOSAL USING ANY LEGAL METHOD AVAILABLE

Item #	Description	Indicate with an X if you would like to participate in this Group (Must meet minimum requirements)
1	Sludge cake from Central District, WWTP, PDSS from South District WWTP, Mixed Grit Screenings from North, Central and South District WWTPs My company wishes to be pre-qualified for this group and meets the minimum qualifications	_____

Note: In accordance with Section 2, paragraph 2.3, D – Vendors who wish to be pre-qualified to participate on this group must submit a responsive, responsible bid for Groups A, B or C.

SECTION 4
BID SUBMITTAL FOR:

HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: HAULING AND DISPOSAL OF CLASS "B" BIOSOLIDS

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

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

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

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

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

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



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

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

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

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

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____ - ____ / ____ / ____ / ____ / ____

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

<p>1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</p>	<p>6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code</p>
<p>2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</p>	<p>7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</p>
<p>3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code</p>	<p>8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</p>
<p>4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</p>	<p>9. Miami-Dade County Living Wage Section 2-8.9 of the County Code</p>
<p>5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code</p>	<p>10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code</p>

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm	Date	
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public	Serial Number
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Print or Stamp of Notary Public	Expiration Date	Notary Public Seal
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