

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No.

Re-Bid
 Other
 LIVING WAGE APPLIES: __ YES NO

Requisition/Project No: RFP-00254 TERM OF CONTRACT: 5 year with 1 five-year option-to-renew

Requisition/Project Title: Waste Carts, Recycling Carts, Cart Parts and Related Products and Services

Description:
 The County has partnered with U.S. Communities as a Lead Agency, Miami-Dade County, Florida on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations is soliciting proposals from qualified Proposers to enter into a Master Agreement for a complete line of Waste Carts, Recycling Carts, Cart Parts and Related Products and Services.

User Department(s): PWWM
 Issuing Department: ISD / Procurement Contact Person: Kristina Guillen Phone: 305-375-3248

Estimated Cost: PWWM: \$6,400,000.00 / U.S. Communities: Unavailable as it depends of sale volume and administrative fee U.S. Communities receives from Supplier(s) See Attached agreement and BCC Item for reference.
 Funding Source: PWWM: Proprietary Funds REVENUE GENERATING: Yes

ANALYSIS

Commodity/Service No: 450-65, 450-34, 485-94, 486-94, 430-75, 100-07, 981-24		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): Yes No			

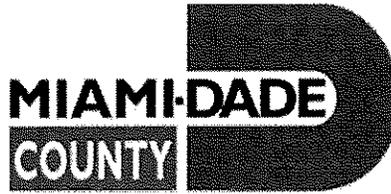
RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: *Kristina Guillen* Date to SBD: June 23, 2015
 Date Returned to PM: _____

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
WASTE CARTS, RECYCLING CARTS, CART PARTS AND RELATED PRODUCTS AND SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

April 29, 2015 at 11:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
(Through the Expedited Purchasing Program)
for
_____ Department

COUNTY CONTACT FOR THIS SOLICITATION:

Rita Silva, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1081
E-mail: @miamidade.gov

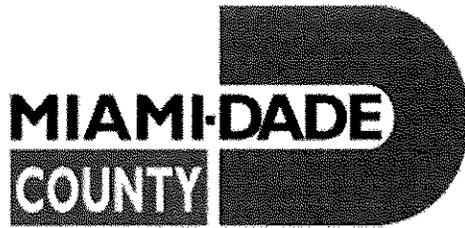
PROPOSAL RESPONSES DUE:

MAY 20, 2015, 2:00 PM (LOCAL TIME)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.



COMPETITIVE SOLICITATION

BY MIAMI-DADE COUNTY

FOR

**WASTE CARTS, RECYCLING CARTS, CART PARTS AND RELATED
PRODUCTS AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #

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U.S. COMMUNITIES OVERVIEW

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Hennepin County, MN
City and County of Denver, CO	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of San Antonio, TX	Ocean City, NJ
City of Seattle, WA	Orange County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	State of Iowa
Great Valley School District, PA	The School District of Collier County, FL
Harford County Public Schools, MD	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.8 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Miami-Dade County is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is in Attachment 3.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Miami-Dade County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2014 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Miami-Dade reserves the right to award the contract locally and/or nationally, whichever is in the best interest of Miami-Dade County and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County _____ Department, is soliciting proposals for

The County anticipates awarding a contract for a three (3) year period, with two (2), one-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Participating Public Agency" to mean any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization that elects to purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities.
4. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Products and Services, and as amended or modified through negotiations.
5. The word "Proposer" or "Supplier" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
6. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
9. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or

- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

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

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

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.9 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

1.10 Contract Measures (Rita to check with SBE division)

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Section 2-8.1.1.1.1 of the Code of Miami-Dade County as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____ % SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

(If Selection Factor use Section 4.4 and delete above section.)

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, Florida (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified Proposers to enter into a Master Agreement for a complete line of Waste Carts, Recycling Carts, Cart Parts and Related Products and Services (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

2.2 Objectives

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volume of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

2.3 General Definition of Products and/or Services

Proposers are to propose the broadest possible selection of WASTE CARTS, RECYCLING CARTS, CART PARTS AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

- A. **Waste Carts** – A complete and comprehensive selection of durable residential waste carts in a wide range of sizes, colors and options offered by Proposer.

- B. **Recycling Carts** – A complete and comprehensive selection of durable residential recycling bins and carts in a wide range of sizes, colors and options offered by Proposer.
- C. **Cart Parts** – A complete offering of repair and maintenance parts for waste and recycling carts offered by Proposer.
- D. **Services** – Any services such as RFID and bar code integration, cart delivery, container management, asset tracking, container maintenance and any other services offered by Proposer.
- E. **Related Products and Services** – Any related products as well as related services such as commercial waste carts, healthcare waste containers, reusable Sharps containers, public litter containers, training, repair services and any other related products and services offered by Proposer.

2.4 Cart Specifications

All carts shall meet at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-2008 and Z-245.60-2008, or latest ANSI update, (with the exception of the following specifications) all rules, regulations, laws, etc., pertaining to this product, and the following specifications:

- A. The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE has a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE is 4.0 to 6.0.
- B. The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering.
- C. The cart shall be manufactured with a smooth non-textured surface inside and shall have no sharp edges on the outside.
- D. The cart shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.
- E. The cart shall be manufactured with a narrow width design to fit through a 30 inch door opening.
- F. The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.
- G. The cart shall be manufactured with a slight taper, so that the top of the body is slightly larger than the bottom for nesting during shipment.
- H. The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
- I. The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.
- J. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and will also prevent it from falling into the truck hopper. The cart shall function normally and regularly with a mechanized collection system, both automated and semi-automated lifts.
- K. The cart shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
- L. The cart lifting section shall be permanently molded into the cart by the manufacturer.

- M. The grab bar shall be permanently molded into the cart by the manufacturer. There shall be no other metal attachments, metal framing, or nuts and bolts on cart, excluding the metal axle.

2.5 Cart Lid and Handle

The cart lid shall be manufactured from the same material and color as the cart body unless otherwise specified by Miami-Dade County. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such extent that it no longer fits the cart properly or becomes otherwise unserviceable. An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The lid shall be one-piece construction. The lid shall prevent rain water from entering the cart and shall not blow open under general weather conditions.

The cart section will be furnished with a hinged lid, with the hinge to the rear of wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as, "CLOSE LID BEFORE MOVING". Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flush or overlap the sides, but may flare out so they will not bind against the sides if the container is distorted by the lifting device. The lid must have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.

Lids shall be securely attached to the cart without the use of nuts and bolts and shall be hinged to open by gravity as the cart is dumped. The lid shall open to a position 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart. Handle attachments must be an integrally molded part of the body or lid. Lids will not have a locking device. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools.

The lid should prevent the intrusion of rain water, rodents, birds, and flies and prevent the emission of odors. It should enable the free and complete flow of disposal material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism. Users of the cart should be able to conveniently and easily open and shut the lid throughout the serviceable life of the cart.

Lid and body of the cart must be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open.

2.6 Cart Ultraviolet (UV) Inhibitor Guarantee

Ultraviolet inhibitor shall be added at a minimum of 2% by weight, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness and sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the awarded Proposer on the grounds of improper use of inhibitor.

2.7 Cart Wheels

- A. Each cart shall be furnished with two (2) plastic molded, 1 3/4" cross-section snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material.

Wheels shall be molded from first quality 100% virgin high-density polyethylene (HDPE) resin or high-density polyethylene (HDPE) resin that may include recycled HDPE material. A quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating. Cart wheels for the 96 gallon carts shall have a diameter of 12 inches. Cart wheels for the 64 gallon carts shall have a diameter of 10 inches. Cart wheels for the 35 gallon carts shall have a diameter of 8 inches.

- B. Miami-Dade County, at its sole discretion, may opt to request that each cart be furnished with two rubber wheels. The wheels shall consist of approximately 1 ¼ inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating. Cart wheels for the 96 gallon carts shall have a diameter of 12 inches. Cart wheels for the 64 gallon carts shall have a diameter of 10 inches. Cart wheels for the 35 gallon carts shall have a diameter of 8 inches.

2.8 Cart Axle

Each cart shall be furnished with 5/8 inch minimum solid steel axle with corrosion resistant coating that shall be securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

2.9 Colors

Miami-Dade County reserves the right to change the color of the cart, and/or lid at a later date, and reserves the right to order multiple colors as necessary. Color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period. The County will select a color from awarded Proposer's standard color chart.

2.10 Cart Numbering

Individual serial numbers shall be inscribed or hot-stamped in a conveniently noticeable position to be determined by the County on each cart. The starting number shall be determined by the County, and updated each preceding year. A manufacture date will also be hot-stamped on the cart. The County will consider other types of numbering systems to facilitate the manufacturing process, if requested.

2.11 Color in Mold Labels

At the County's option, to be priced separately, the cart/bin shall have in mold color labels using injection mold to fuse the label to the container as it is being molded.

2.12 Markings

Carts shall be permanently identified with: manufacturer's name or trademark, model, year and month of manufacture, manufacturer's maximum load weight rating and volumetric capacity.

2.13 Waste Carts

Waste carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards: If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-2008 or latest update, the marking shall include: "CONFORMS WITH ANSI Z245.60-2008 (or latest update), TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."

The Miami-Dade County logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. The logo shall be approximately 7" x 8-1/2" rectangle. Decals, stickers or surface paint is not acceptable.

All cart lids shall be clearly embossed with raised letters (lid insert) inscribed, or hot-stamped onto the outside of the lid near the front. Verbiage shall be in English, Spanish and Creole, and will be provided by the County.

2.14 Recycling Carts

Recycling carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards: If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-2008 (or latest update), the marking shall include: "CONFORMS WITH ANSI Z245.60-2008 (or latest update), TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."

The Miami-Dade County logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. The logo shall be approximately 7" x 8-1/2" rectangle. Decals, stickers or surface paint is not acceptable.

All carts and/or lids shall be clearly embossed with raised letters (lid insert), inscribed, or hot-stamped onto the outside of the lid near the front. Verbiage shall be in English, Spanish and Creole, and will be provided by the County Department.

To comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts and bins. Mark shall be at least 3" x 3" or compliant with current regulations, and shall meet SPI voluntary coding system.

2.15 Cart Spare Parts

The awarded Proposer shall supply new, previously unused, virgin, and/or post-consumer parts compatible with the carts purchased by Miami-Dade County. All parts supplied will meet manufacturer's specifications and standards for parts currently being distributed on new 35, 64, and 96 gallon waste carts and recycling carts of the type specified in paragraph 3.2 of this solicitation. Spare parts and any repair, reconstruction or modification must also meet ANSI Standards.

2.16 Cart Training

The awarded Proposer shall provide the County with a one-time training on cart assembly and repairs within 30 days from initial purchase order. The awarded Proposer shall furnish the following at the time of training:

- A. Ten (10) instructional manuals.

- B. Two (2) copies of an instructional video detailing recommended repair procedures, time requirements, specifications and price lists for all tools and plastic welding rods required to accomplish repairs.
- C. Twenty five (25) sets of all specialized tools required for cart repairs.
- D. A copy of the Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of the carts.

2.17 Delivery

The awarded Proposer shall make deliveries of waste carts, recycling carts, and cart parts to the County within 30-45 calendar days after the date of the order. In cases where the delivery and availability will be delayed, the awarded Proposer shall notify the County. If the County user department approves, a revised delivery schedule may be established.

2.18 Cart Warranty Requirements

A. Carts

The awarded Proposer shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. For purposes of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, and all other components.

B. Replacement

Any cart or component parts that do not conform to the technical requirements or that fail by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within thirty (30) calendar days at no cost to the County.

C. Replacement Parts

The awarded Proposer shall make available to Miami-Dade County all cart components for use as replacement parts of defective and unserviceable carts. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the awarded Proposer is unable to provide Miami-Dade County with any replacement parts for a period longer than thirty (30) calendar days, the Proposer shall be liable for providing new replacement carts or reimbursing Miami-Dade County for any additional costs incurred to repair or otherwise replace the cart component and any and all other costs incurred by Miami-Dade County as a result of the unavailability of the replacement parts. For each unavailable cart part requested by Miami-Dade County, the Proposer's maximum liability shall not exceed the cost of a new, replacement cart delivered to Miami-Dade County.

D. Responsibility for damage or loss

The awarded Proposer shall not be responsible for damage or loss of carts due to vandalism, abuse, neglect, theft or acts of nature subsequent to delivery and acceptance by Miami-Dade County. To the extent that the cart conforms to the bid requirements, the awarded Proposer shall not be responsible for damage or loss due to fire.

E. Cart Replacement

Any cart, including any component part that does not continuously perform in the intended manner as set forth in this solicitation, does not comply with the minimum cart requirements herein, or does not continuously perform in the intended way of any and all design features, shall be considered defective in material, workmanship, and/or design.

F. Claim Procedures

The County may remove a cart from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts that are subject to a warranty claim (Warrantable Carts), but repairable, the County may elect to conduct minor repairs and installation of replacement parts as set forth below. The County also reserves the right to negotiate a separate service contract for all service and repair of carts with a third-party.

However, this action will in no way waive the warranty requirement of the carts. All carts that are identified as not repairable at a reasonable cost, and are Warrantable Carts, will be inventoried, disposed of or recycled, and replaced as further defined below.

In the event that a Warrantable Cart or component part is identified by the County as requiring complete replacement, then the County shall retain the Warrantable Cart or component part and promptly notify the awarded Proposer in writing of its warranty claim. Within thirty (30) calendar days of this notification, the awarded Proposer shall 1) honor the warranty claim by delivering a replacement cart to the County, or 2) notify the County that it contests the warranty claim. It is the responsibility of the awarded Proposer to visually inspect the Warrantable Cart or component part during the thirty (30) calendar day period. Failure to inspect the Warrantable Cart or component part will represent a waiver of the awarded Proposer's right to contest the warranty claim. The Burden of Proof when contesting warranty claims shall be placed solely on the awarded Proposer.

In the event of the awarded Proposer contesting the Warranty claim, the County shall have the sole right to request a replacement cart be delivered within thirty (30) calendar days from the notification for which no billing will be made until resolution of the contested claim.

In the event of a contested claim as set forth above, or in the event of any contested claim associated with any component parts, the County and the awarded Proposer shall use their best efforts to mutually resolve the disagreement. In the event that the County and the awarded Proposer cannot resolve their disagreement within thirty (30) calendar days subsequent to the awarded Proposer's notice, the County's determination shall be final.

In the event that the County identifies a recurring pattern of cart or component failure, the County reserves the right, through substantiation by its field service repair forms and other internal maintenance records, to retroactively make warranty claims for defective carts or component parts previously repaired or scrapped but to which non-warrantable reasons for cart failure were attributed. The County is under no obligation to retain or to produce carts already repaired or scrapped in this occurrence in order to submit a warranty claim.

During the warranty period, the awarded Proposer shall replace defective carts/parts at no additional cost to Miami-Dade County. The awarded Proposer may, upon its inspection of damaged carts/parts, challenge its obligation to replace subject carts/parts on the basis that the failure resulted from either negligent handling and/or abusive use. Such charges shall be in writing with specific details as to the exact cause of the defect. Miami-Dade County may consider the details of the awarded Proposer's written challenge and attempt to resolve the issue.

2.19 Packing Slip/Delivery Ticket to Accompany Items During Delivery

The awarded Proposer shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the Miami-Dade County authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; range of serial numbers of carts being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.20 Compliance With Federal Standards

All items to be purchased 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).

2.21 Product Returns

Miami-Dade County may elect to return to the awarded Proposer a purchased item within thirty (30) business days of receipt and acceptance of that item by Miami-Dade County. Items will be returned with all original documentation. The awarded Proposer may supply a pre-authorized return receipt for returned items. If an item is returned because it does not meet performance or functional specifications as promised by the product's manufacturer, then all return costs will be borne by the awarded Proposer.

2.22 Cart Compatibility With Truck Grabber System

The County has developed a testing program to ensure that carts meet the bid specifications and the truck grabber system requirements as specified in Section 2.4(A-3). Prior to award, Proposer may be asked to deliver a sample of each cart size and type for testing at no cost to the County. Cart samples shall be delivered within seven (7) calendar days of notification by the County. The testing program will be as follows:

Three (3) sample carts, one (1) 35 gallon cart, one 64 (1) gallon cart, and one (1) 96 gallon cart from each manufacturer whose product is being proposed shall be filled with 200 pounds (100 lbs. shall be used for the 35 gallon cart), picked up by the truck grabber system and have the contents dumped into the truck hopper. This process will be repeated twenty-five (25) times. If any of the carts fall into the hopper once during this test, the cart fails the test. If the County's testing program determines that the cart is not compatible with the truck grabber system or the cart fails the test, the Proposer shall not be considered for award. The time, date and location of the test will be published to all parties concerned after bid opening.

The County reserves the right to conduct the testing as outlined above or waive such right at its sole discretion.

2.23 Services

Miami-Dade County and Participating Public Agencies may, at their option, utilize services available from Proposer. Proposer shall submit all pricing for services in the pricing section of this RFP. The County reserves the right to obtain the services or items through a separate solicitation. Specifications for Services follow in paragraphs 2.25 through 2.31.

2.24 RFID and Bar Code Integration Specifications

For any Participating Public Agency that desires RFID and Bar Code Integration, Proposer shall produce and ship containers with a bar code and UHF RFID tag that has been pre-associated at the manufacturer's production facility.

- A. The RFID tag must be installed within the container body, with no exposure to the outside elements. The serial number/bar code shall contain 9 total alphanumeric digits, including a 3 digit prefix that indicates the container size, city/brand plate identification and type, followed by a unique 6 digit serial number. The serial number bar code must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable on new production containers. To avoid interference with the container contents, RFID tags placed inside of the container are unacceptable. RFID tags affixed to the container lid are also unacceptable.
- B. It is the responsibility of the container manufacturer to provide and maintain an electronic database for the Participating Public Agency which includes the association information. The database must include each container's RFID tag, container size and container type. It is expected that the manufacturer will maintain this database for the life of the contract and provide additional association information for future container purchases. Participating Public Agency may, at any time, request this information during the production of containers and Proposer must provide the association information within 48 hours of request.
- C. The RFID inlay must be passive Gen 2 UHF tag and have an optimal operating frequency of 860-960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol.
- D. RFID tag used in manufacturing has been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.
- E. The RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.
- F. Proposer shall have a minimum of 3 million RFID enabled residential containers in the field in a minimum of 50 separate locations.

2.25 Data Integration

- A. The Proposer is responsible for migrating manufacturing data directly from its container manufacturing facility to the asset management software this would be provided as a part of this program. The data included in the specified file format from the manufacturer would need to include information on each individual container including but not limited to, container size, type, serial number, RFID value, date of manufacture and plant of manufacture. At the time a container is produced at the manufacturing facility, the production data should automatically be associated to the County's or Participating Public Agency's specific asset management software portal in an effort to build an inventory of new production containers and to start the monitoring process of container inventories and their locations.
- B. The Proposer must provide visibility of container production, which must be available to County and Participating Public Agency through the County's or Participating Public Agency's current container management system within 24 hours of manufacture. This allows for the County or Participating Public Agency to have the ability to monitor and track status of containers on order with the manufacturer.
- C. The Proposer must have an operational system in place for a minimum of 3 years with a minimum of 15 installations. Proof of references must be included with the Proposer's proposal.
- D. Should County or Participating Public Agency elect to perform assembly and distribution services internally, data

from hand held scanners must automatically populate within the container management software that is to be provided as part of this program.

2.26 Assembly, Distribution and Tracking Services for Containers

- A. The Proposer shall be responsible for coordinating the delivery of containers from the Manufacturing plant, unloading loads of containers, assembling necessary parts, and distributing the containers to homes throughout the County or Participating Public Agency location.
- B. The Proposer shall unload all delivery trailers in a timely manner. Any damage to the containers or bins during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Proposer.
- C. Containers shall be assembled in a timely manner and once assembled shall be placed at the resident's curb.
- D. The Proposer will be required to attach any literature to the containers required by the County or Participating Public Agency. The literature will be provided to the Proposer at least one week prior to the distribution of containers.
- E. Proposer shall assemble and deliver containers in all conditions except as a result of extreme weather conditions.
- F. County or Participating Public Agency will provide Proposer with detailed maps and an account delivery database with associated containers to be delivered per home/account.
- G. The Proposer will record the container serial number, RFID tag and GPS coordinate with a hand held scanner for each address where a container is delivered. The Proposer cannot use the RFID tag as a means of associating a container to a specific address during the delivery process. Manual, hand written serial numbers are not acceptable. The Proposer will then be required to upload all data collected at the completion of each work day in a Proposer provided web based tracking system so that daily progress reports may automatically be generated. The handheld devices must have the ability to add any addresses that may have been excluded from the original delivery list in the field as well as assign a resolution code to any property that cannot receive delivery of a container or where an exception is identified. The resolution codes may include, but are not limited to vacant property, burned out structure, uninhabitable home, vacant lot, etc. The County or Participating Public Agency will have the ability to customize resolution codes based on its particular needs prior to the commencement of delivery. The cumulative delivery report must be kept in an electronic file of the address assignments for each container by serial and RFID tag number. The report must then be presented to the County or Participating Public Agency in an acceptable electronic format upon completion of the delivery.
- H. The Proposer shall provide a qualified assembly and distribution staff. In addition to a Contract Administrator, the Proposer shall provide supervisor level full-time employees of the company to work directly with County and Participating Public Agency staff to solve any problems resulting from distribution services while that service is being provided.
- I. All Proposer employees shall be dressed in an appropriate manner with shirts that identify the Proposer. Appropriate safety gear like reflective clothing shall be worn at all times by the distribution staff. County or Participating Public Agency may require the Proposer to remove an unacceptable employee from these services who is negligent or discourteous in performance of duties as outlined in the contract. Proposer personnel shall be courteous with the public and County/Participating Public Agency personnel at all times. Proposer employees shall answer questions from the public, but direct them to County/Participating Public Agency staff for details.
- J. The Proposer shall immediately pick-up and/or clean-up any materials dropped on the roadway or parking lot while in the process of assembly or distribution.

- K. All vehicles used by the Proposer in the distribution of containers shall be kept clean and presentable.
- L. All distribution services shall start no earlier than 7 am and end no later than 7 pm Monday through Saturday. No distribution or exchange services shall take place outside of those times unless approved by the Contract Administrator or designee.
- M. The Proposer shall provide an electronic tracking system where the County or Participating Public Agency can track the progress of container distribution services. At the beginning of each day, the County or Participating Public Agency shall receive email notification of summary and detailed reports giving the address and the associated serial number and RFID tag value and will also be provided with access to Dashboard Reporting through a Proposer provided URL that tracks the program's status and progress during the rollout. The tracking system shall be web-based and the County or Participating Public Agency will be provided with access to reports detailing delivery of containers by address each day. The reports shall detail addresses delivered with associated container size, serial and, if required, RFID tag number. The Proposer shall also propose a web based program where the County or Participating Public Agency can investigate specific container serial numbers and/or addresses upon request to see what container was delivered during the rollout. Information must be made available in this system within 24 hours of delivery.
- N. County or Participating Public Agency will work with Proposer to determine a timeline for the complete production and distribution of the containers.
- O. Proposer must provide GPS coordinates (latitude and longitude) of each delivery at the point of drop off at the completion of the program. These must be provided in an electronic file format.

2.27 Asset Management and Reporting System

- A. Software: As part of the collection program and throughout the term of this contract, the Proposer shall provide asset and work order management services via a web based software as outlined.
- B. Web Based Asset Tracking Software: The software must be web based and customized for County or Participating Public Agency. Access to this software must be 24/7/365. The only elements required for this software is a web browser and live internet access. There must be customizable tiered levels of security access.
- C. Data Management: Software must manage the initial container delivery, any work orders generated and/or completed, and any additional information changes made during the course of the program. The data will be monitored daily to ensure accuracy and consistency in reporting.
- D. Custom Reports: Software must have the ability to generate reports daily, weekly, or monthly based on container activity, such as inventory reports, maintenance reports, and any others requested by the County or Participating Public Agency. Reports should be able to be viewed in PDF format or downloadable in an Excel format.
- E. Hand Held Scanner Integration: The asset tracking software must include handheld scanners (for County or Participating Public Agency use) that run the software in order to manage container inventories, repairs, deliveries, pickups, size swaps, and other service requests in the field. These handhelds would sync with the software in order to maintain an accurate inventory/account database that will be integrated with the Collection Data Tracking Systems.
- F. Online Web Reports: The asset tracking software must have the ability to enter work orders, close out work orders, run work order reports, run inventory reports, access and enter data, adjust inventory, and run collection tracking reports. Dashboard Reporting is required for Work Order, Inventory, Distribution, and Collection Data Tracking systems.

2.28 RFID System Hardware

The Proposer shall provide RFID systems to be mounted to the collection vehicles. The Proposer shall have a minimum of 75 RFID systems operational in the market. Proof of references must be included with the Proposer's proposal. The system must include the following features:

- A. RFID Reader must be packaged as an all-in-one system that only requires a consistent 12V Power Supply activated by the trucks ignition switch. The system should have the capability to be installed on a rear load, side load or Automated Front Load (AFL) collection vehicle and be constructed of materials and components that are designed to withstand the vibration and environmental conditions of the application. The system must include the components and options outlined below.
- B. Options for One (1) or Two (2) embedded 7.5 dBiC Patch Antenna's.
- C. The All-In-One Unit must include Embedded RFID Reader Module, CDMA GSM Module with built in Antenna (Cellular Module), GPS with optimal embedded antenna and Controller Board all packaged together in a ruggedized plastic casing built to install and perform on the exterior of the truck in the collection hopper area.
- D. RFID Systems components: The County or Participating Public Agency is looking for a simplistic system to be installed easily and have flexibility to be moved from truck to truck, if necessary. In your proposal, please outline the number of total components to be installed for your system along with an outline of how and where those components are installed.
- E. The system must be easily installed by the County's or Participating Public Agency's maintenance department.
- F. The system must include at least three Diagnostic LED indicator lights and a sound indicator to identify when a tag is read and to monitor system performance.
- G. The system must have three (3) Input/Output features to allow for ancillary options such as: External Observation Buttons, Proximity Sensors and External GPS/GSM antennas.
- H. System should support EPCglobal Gen 2 (ISO 1800-6C) RFID Tags with full Anti-Collision, DRM and advanced interference rejection.
- I. Reader Frequency Options should be North America (902-928 MHz) Certified by FCC.
- J. Reader Data Communication to servers must connect through the CDMA GSM Module.
- K. System must include a one year warranty on all parts and components with the option to purchase additional years at a specified price.

2.29 Web Based Software for Collection Data Reporting

The Proposer must have an operational system in place for a minimum of 3 years with a minimum of 15 installations. Proof of references must be included with the Proposer's proposal.

- A. **Web Based Asset Tracking Software:** Bidder shall provide a web-based software application that is :
 - available 24/7/365
 - requires only a browser and live internet to access
 - has customizable tiered levels of security access

- handles all aspects of a container management and collection program, to include: Container Production Tracking, Distribution/Association to Household Address, Inventory Tracking, Work Order Management and Collection Service Verification Tracking
 - Meets all other specifications as outlined below:
- B. **Collection Data Management:** The software must integrate with and manage the data downloaded from the RFID truck hardware outlined in the above specifications such as: (a) container RFID value (b) date, (c) time and (d) GPS coordinates of container collection. This data will be associated with the system database to allow for collection data reporting that is accessible online.
- C. **Collection Reports:** Provide reporting based on the County or Participating Public Agency needs and reporting criteria. Reports to include but not limited to: participation/set out rates, non participation, time between stops, cart movement based on service location. The reports must have the ability of being generated by the software automatically at a specific interval (daily, weekly, monthly, etc.) and exported to various file formats, such as PDF and Excel.
- D. **Standard Reports:** By household address, container size, container type, date of service, container serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel.
- E. **Container Data Management:** Software must manage the initial container delivery, any work orders generated and/or completed, and any additional information changes made during the course of the program. The data will be monitored daily to ensure accuracy and consistency in reporting.
- F. **Dashboard Reporting:** The software must have the ability to provide static dashboard reporting with real time data for Distribution during container delivery, Work Orders, Inventory and Collection Data Tracking.
- G. **Hand Held Scanner Integration and Lease Options:** The asset tracking software must include handheld scanners (for County or Participating Public Agency use) that run the software in order to manage cart inventories, repairs, deliveries, pickups, size swaps, and other service requests in the field. These handhelds would sync with the software in order to maintain an accurate container inventory/account database that will be integrated with the Collection Data Tracking Systems. The container management software must be the same application that reports the collection data in order to make sure data integrity is maintained.
- H. **Software Flexibility:** The asset tracking software must act as a stand alone system and have the ability to enter container work orders and close out work orders via manual entry online. In addition, the software must have the capability of integrating with the County's or Participating Public Agency's back office utility billing system, in the event the County or Participating Public Agency decided to pursue an integration.

2.30 Container Maintenance

Proposer shall offer a comprehensive container maintenance and service program for containers that will be delivered for the program.

- A. The Proposer must use a web-based asset and inventory tracking software that is compatible with the County's or Participating Public Agency' existing work order and data management system or have a stand-alone system that the County or Participating Public Agency will use.
- B. Each container action shall be tracked using the bar code and RFID tag (if applicable) in the container. The captured data from all container deliveries, swap-outs, repairs, or any container maintenance transactions must be electronically transferred into the web-based asset and inventory tracking software, which must be accessible to the County or Participating Public Agency at any time.

- C. Miami Dade County will provide a facility and grounds to operate the program at no cost to the Proposer or the Proposer shall have a local facility within a short travel distance of County or Participating Public Agency with the required staff and equipment to perform the proposed services. This facility will have adequate space to store all necessary containers and parts in inventory for prompt service.
- D. The County or Participating Public Agency will generate a service work order and submit it electronically to the Proposer for processing. Proposer must be able to receive work orders from the County or Participating Public Agency electronically into their web-based asset and inventory tracking system and Proposer must have the ability to enter work orders and close work orders online through this system.
- E. Completions of work orders shall be documented using container ID's, household address, date, and time work is completed.
- F. The Proposer agrees to complete all container service actions within 5 days from the initial request date or within the provided timeline required by the County or Participating Public Agency.
- G. The Proposer shall repair all containers at the residence, and all containers in need of repair shall be equipped with new parts.
- H. Container maintenance will be the sole responsibility of the Proposer with each container being properly maintained and kept in working order. Proposer will be responsible for the replacement and repair of damaged containers and their components that are covered under warranty.
- I. Proposers' maintenance program shall not include replacing containers that are stolen or damaged by the County's or Participating Public Agency's residents, destroyed by acts of God or forces beyond the control of the Proposer. For this purpose, replacement containers and components must be available to the County or Participating Public Agency for the prices outlined in this proposal. All processed work orders for Non-Warranty containers shall be billed separately for each transaction. The detailed prices for Non-Warranty service calls must be listed in Proposer's proposal.

2.31 Pricing (Rita, see Form B-1 Price Proposal. We talked about the Proposer's providing a fixed discount percent for the term of the contract. What would fluctuate would be the manufacturer price list. Let me know if this is the preferred way you want to handle pricing and I will modify the information in this paragraph.)

- A. Prices will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 90 days. Changes (increase or decrease) in cost after the first 90 days may be based on Chemical Data and/or Plastic News or other relevant indices for resin. There will be no more than one (1) price adjustment per quarter.
- B. Any request for a price change shall be received in writing at least thirty (30) days prior to the effective date.
- C. Proposer shall supply with its proposal the total weight of resin used in the body and lid of each size container, the cost of resin per pound on which the proposal is based and certified documentation from Chemical Data, Plastic News, etc. Miami-Dade County reserves the right to accept, reject or negotiate any price increase(s).
- D. All prices are FOB destination.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel, Participating Public Agencies nationwide and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member. (Comment: Can we remove language highlighted in green since the evaluation team will be comprised of experts from around the country?)

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's Information Tab 1: Cover letter, Tab 2: Executive summary, Tab 3: Proposer profile and Tab 4: Proposer's relevant experience and past performance	15
2. Tab 5: Relevant experience and qualifications of local key personnel for Miami-Dade, including local key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	10
3. Proposer's response to Tab 6 Scope of Services and Miami-Dade County requirements as well as Tab 7: Proposed approach to providing the services	15
4. Proposer's response to Tab 8: National program requirements and approach	20
<u>Price Criteria</u>	<u>Points</u>
5. Proposer's proposed price	40

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or

maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation. **(Let's discuss. I would prefer we ask for clarifications in writing during the evaluation process but would like to leave this information in case there's a need for oral presentations at some point in the process. Do we need to write in something about written clarifications?)**

4.4 Selection Factor (Rita will get with SBA division to discuss.)

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection Committee a non-local

Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

- Attachment 1: Draft Form of Agreement
- Attachment 2: Proposal Submission Package
- Attachment 3: U.S. Communities Information



PROPOSAL SUBMISSION PACKAGE
REQUEST FOR PROPOSALS (RFP) No. RFP-00000
WASTE CARTS, RECYCLING CARTS, CART PARTS AND RELATED PRODUCTS AND SERVICES

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Proposal Submittal Form, Cover Page of Proposal

Complete and sign the Proposal Submittal Form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

Lobbyist Registration for Oral Presentation
Fair Subcontracting Practices
Subcontractor/Supplier Listing
Contractor Due Diligence Affidavit

4. U.S. Communities Administration Agreement, signed unaltered

5. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Please refer to the front cover of this Solicitation for electronic submission instructions.

Insert Proposal Submittal Form/Cover Page of Proposal

PROPOSER INFORMATION

The Proposer shall submit the following information divided by tabs:

Tab 1: Cover Letter

The cover letter will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the Proposal.

Tab 2: Executive Summary

The Proposer will provide an executive summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3: Proposer Profile

The Proposer must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees
- Appropriate Federal, State and County registration numbers

Tab 4: Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and the primary markets served.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Tab 5: Key Local Personnel for Miami-Dade County and Subcontractors Performing Services

1. Provide an organization chart showing all key local personnel for Miami-Dade County, including their titles, to be assigned to this project to work with Miami-Dade County locally for its purchases. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
2. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
3. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
4. Provide resumes, if available with job descriptions and other detailed qualification information on all local key personnel for Miami-Dade County who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key local personnel identified in its proposal.

Tab 6: Response to Scope of Services and Miami-Dade Requirements

1. All carts must be compatible with the County's existing truck grabber system (i.e. a Labrie "cool hand" truck grabber system, a Heil "Formula 7000" truck grabber system that is equal to one of the above). **Proposer shall submit a letter from the truck grabber manufacturer stating that the Proposer's carts are compatible with its grabber system for each size and type.**
2. All carts shall meet at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-2008 and Z-245.60-2008, or latest ANSI update. **Proposer shall provide proof of independent third-party certification with bid submission.**
3. The Proposer shall provide a detailed response to all items in Section 2.0, Scope of Services.

Tab 7: Proposed Approach to Providing the Services

1. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (see Section 2.0).
2. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
3. Provide a project schedule identifying specific key tasks and duration.
4. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).
5. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized

representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

6. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

Tab 8: National Program Requirements

1. Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Attachment 3, Supplier Qualifications.
2. Proposer shall complete and sign the Supplier Worksheet for National Program Consideration in Attachment 3.
3. Complete Supplier Information in Attachment 3.

Insert Affidavits/Acknowledgements

FORM B-1, PRICE PROPOSAL SCHEDULE

All prices shall be inclusive of all costs, charges, shipping, and fees involved in providing the products.

1. PRODUCT PRICING:

- A. Provide the pricing for all waste carts, recycling carts and cart parts, including options offered by Proposer using a **fixed percentage** (%) discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- B. Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.

2. SERVICES: Provide pricing for all proposed services offered.**3. RELATED PRODUCTS AND SERVICES:**

- A. Provide pricing for any proposed additional related products and services you wish to be considered.
- B. Proposer must demonstrate that the proposed pricing is its best pricing to Participating Public Agencies. Therefore, pricing must include two benchmark comparisons on these related products and services that have been utilized by a public entity. One of these comparisons should be based on a mid-sized public entity and the other based on a large public entity, excluding federal.

4. VOLUME DISCOUNTS OR REBATES: Please include any volume discounts or rebates offered by Proposer to Participating Public Agencies.**5. MARKET BASKET:** Complete the below Market Basket for evaluation purposes. Pricing **must** match pricing provided in 1.A. above. Failure to do so may result in disqualification.

MARKET BASKET

Quantities are based on Miami-Dade estimates for a period of 5 years. (Rita is going to check with user group to see if they have anything we can include for services on the market basket. Otherwise, I will need to research.)

ITEM	PRODUCT	MANUFACTURER	MODEL #	QTY	UNIT	LIST PRICE	DISCOUNT %	UNIT PRICE
	35 Gallon							
1	Waste Carts			1,078	Each			
2	Waste Cart Lids			1,751	Each			
3	Recycling Cart Lids			4				
	64 Gallon							
4	Recycling Carts			11,315	Each			
5	Recycling Cart Lids			223	Each			
	96 Gallon							
6	Waste Carts			66,505	Each			
7	Waste Cart Lids			35,787	Each			
8	Recycling Carts			23,957	Each			
9	Recycling Cart Lids			200	Each			
	Cart Wheels							
10	8 inch diameter, plastic molded wheels			1,000	Pair			
11	10 inch diameter, plastic molded wheels			5,000	Pair			
12	12 inch diameter, plastic molded wheels			20,000	Pair			

MEMORANDUM

Agenda Item No. 7(F)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: (Second Reading 3-3-15)
January 21, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance relating to cooperative purchasing; authorizing the County to participate as a lead public agency for U.S. Communities Government Purchasing Alliance; providing that user access program fee and inspector general fee shall not apply to contracts submitted for inclusion into the U.S. Communities government purchasing alliance
Ordinance No. 15-15

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: March 3, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

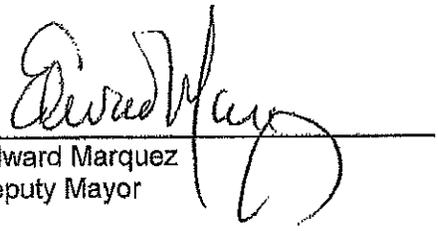
From: Carlos A. Gimenez
Mayor 

Subject: Fiscal Impact to Ordinance Relating to Cooperative Purchasing Ordinance;
Authorizing the County to Participate as a Lead Public Agency for U.S. Communities
Government Purchasing Alliance

The proposed ordinance authorizes the County to participate as a lead public agency on up to three (3) U.S. Communities cooperative purchasing solicitations, and waives the assessment of the User Access Program and Inspector General fees on those contracts.

U.S. Communities and other cooperative purchasing contracts are often accessed by the County. Such contracts are desirable due to the pricing, the speed by which we are able to secure the goods or services, and favorable contract terms achieved from the purchasing power associated with a high number of agencies accessing these types of contracts. Due to the size of our organization and nationwide recognition of Miami-Dade County's purchasing expertise, U.S. Communities has invited Miami-Dade County to act as a lead agency on future solicitations.

Even though this ordinance waives the User Access Program and Inspector General fees for up to three (3) cooperative purchasing agreements, it is expected that this ordinance will have no fiscal impact to Miami-Dade County due to favorable pricing expected on such agreements and administrative fees to be remitted by U.S. Communities to the County when other agencies access a contract when Miami-Dade County serves as the lead agency.


Edward Marquez
Deputy Mayor

fis02815



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 3, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 7(F)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)
3-3-15

ORDINANCE NO. 15-15

ORDINANCE RELATING TO COOPERATIVE PURCHASING; AUTHORIZING THE COUNTY TO PARTICIPATE AS A LEAD PUBLIC AGENCY FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE; PROVIDING THAT USER ACCESS PROGRAM FEE AND INSPECTOR GENERAL FEE SHALL NOT APPLY TO CONTRACTS SUBMITTED FOR INCLUSION INTO THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE; APPROVING LETTER OF AGREEMENT AND LEAD PUBLIC AGENCY CERTIFICATE WITH U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE, AUTHORIZING AMENDMENTS TO SAME VIA RESOLUTION, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO SUBMIT ALL LEAD AGENCY CONTRACTS TO BOARD FOR APPROVAL AND SUBMIT ANNUAL REPORTS TO BOARD ON RESULTS OF PARTICIPATION IN U.S. COMMUNITIES; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

WHEREAS, U.S. Communities Government Purchasing Alliance ("U.S. Communities") is a government purchasing alliance that was founded in 1996 in order to aggregate the purchasing power of public and non-profit agencies nationwide by allowing participating agencies to make purchases through, or "access," existing, competitively solicited contracts between a supplier and another public or non-profit agency; and

WHEREAS, currently, over 55,000 agencies throughout the United States, including cities, towns, counties, special districts, K-12 schools, community colleges, universities, state agencies, and non-profit corporations participate in the U.S. Communities purchasing alliance; and

WHEREAS, the U.S. Communities purchasing alliance functions as follows: a lead public agency issues a competitive solicitation process designed to ensure the highest quality products and services at the lowest possible prices and, once the lead public agency has awarded the contract, it allows other agencies participating in the U.S. Communities purchasing alliance to make purchase through the lead agency's contract; and

WHEREAS, examples of local governments that have participated as a lead agency for U.S. Communities include Los Angeles County, Maricopa County, Fairfax County, City of Los Angeles, City and County of Denver, City of Charlotte, City of San Antonio and North Carolina State University; and

WHEREAS, there are no fees charged to agencies participating in the U.S. Communities purchasing alliance; in fact, it can ultimately generate revenues for a lead agency because U.S. Communities charges suppliers an administrative fee of two percent (2%) of the total sales price of all purchases made through an accessed contract and then remits five percent (5%) of the amount collected back to the lead agency; and

WHEREAS, this Board desires to have the County participate in the U.S. Communities purchasing alliance as a lead agency for up to three competitive solicitations because it may lower costs and generate revenue for the County and it serves as a positive recognition of the County's expertise in public procurement; and

WHEREAS, further, this Board desires to continue to adequately fund the Inspector General's Office by prioritizing the allocation of funds received from the five percent (5%) remitted back to the County from U.S. Communities to the Inspector General's Office, as no User Access Program fee and Inspector General fee will be assessed on the lead agency contract(s); and

WHEREAS, in order to participate in the U.S. Communities purchasing alliance, this Board desires to approve the letter of Agreement and lead public agency certificate with U.S. Communities and authorize the County Mayor or Mayor's designee to execute same on behalf of the County,

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The County is hereby authorized to participate as a lead public agency for U.S. Communities in order to advertise up to three competitive solicitations for cooperative purchasing for inclusion into the U.S. Communities' system that can later be accessed by other agencies.

Section 2. Notwithstanding and prevailing over any other provision of the Code of Miami-Dade County, Florida to the contrary, the user access program fee and the Inspector General fee shall not apply to, and shall not be assessed on, up to three contracts submitted for inclusion in the U.S. Communities' system where the County is a lead agency.

Section 3. The Letter of Agreement (Exhibit A) and the Public Agency Certificate (Exhibit B) with U.S. Communities is approved in substantially the forms attached hereto and may be amended by resolution of the Board. The County Mayor or County Mayor's designee is authorized to execute same on behalf of the County and to exercise all rights contained therein.

Section 4. The County Mayor or Mayor's designee is directed to submit to the Board for approval all contracts for which the County will serve as a lead agency via U.S. Communities, and to prepare and, pursuant to Ordinance No.14-65, to place on an agenda of the Board on an annual basis, reports to this Board detailing the results of the County's participation in U.S. Communities.

Section 5. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 6. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, be excluded from the Code of Miami-Dade County.

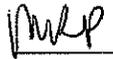
Section 7. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: March 3, 2015

Approved by County Attorney as
to form and legal sufficiency.



Prepared by:



Monica Rizo

Prime Sponsor: Commissioner Sally A. Heyman



Exhibit A

INTERNAL SERVICES DEPARTMENT
111 NW 1st Street • Suite 1300
Miami, Florida 33128 - 1974
T (305)375-5289 F (305)375-4407 (305)372-6128

miamidade.gov

November 11, 2014

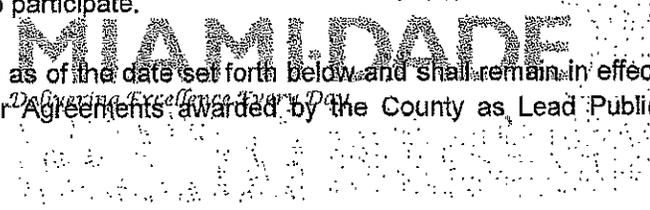
Kevin Juhring
General Manager
U.S. Communities Government Purchasing Alliance
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878

This letter sets forth the terms of the agreement between Miami-Dade County (the "County") and U.S. Communities Government Purchasing Alliance (U.S. Communities) to share in the administrative fees that U.S. Communities receives from contracts placed by the County as Lead Public Agency. A Lead Public Agency is one that solicits and awards a Master Agreement. A Master Agreement provides that any state, county, special district, local government, school district, private K-12, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization may purchase goods and/or services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities and acceptance of the terms and conditions of the Master Intergovernmental Cooperative Purchasing Agreement (the "MICPA"), in which case the Public Agency becomes a "Participating Public Agency". Prior to serving as a Lead Public Agency, the County will agree to the terms of that certain MICPA by signing the U.S. Communities Lead Public Agency Certificate.

The County, in its sole discretion, will decide in which contracts, if any, it will serve as Lead Public Agency. Any solicitation and resultant Master Agreement awarded by the County as Lead Public Agency will include the U.S. Communities Administration Agreement. The Administration Agreement is a contract between U.S. Communities and the supplier (any awarded vendor) which shall provide for the supplier to pay U.S. Communities a monthly administrative fee based upon the total sales of all goods and/or services purchased and billed pursuant to a Master Agreement (the "Total Sales"). The County shall bear no responsibility to U.S. Communities for assessing, collecting or remitting any such administration fees to U.S. Communities and U.S. Communities will look solely to the supplier for such administration fee payments. Unless otherwise provided, the amount of such administrative fees shall be two percent (2%) of the Total Sales. U.S. Communities hereby agrees to pay the County as Lead Public Agency five percent (5%) of administrative fees U.S. Communities receives from the supplier for Total Sales pursuant to a Master Agreement for which the County is a Lead Public Agency.

All payments due to the County pursuant to the terms set forth herein shall not require an invoice from the County and shall be due within forty-five (45) days after U.S. Communities receives said administrative fees. U.S. Communities further agrees that the County shall bear no responsibility or liability to U.S. Communities for the termination or breach by the County of any Master Agreement in which the County decides to participate.

The terms of this agreement are effective as of the date set forth below and shall remain in effect through expiration of any and all Master Agreements awarded by the County as Lead Public





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Agency, or upon termination in writing by mutual consent of the parties. The terms of this agreement shall remain in effect unless amended in writing by mutual consent of the parties. The County's contact person is Miriam Singer, Assistant Director, Internal Services Department, who will manage this agreement on behalf of the County, and to whom all notices regarding this agreement will be sent by U.S. Communities.

IN WITNESS WHEREOF, the parties have executed this agreement.

MIAMI-DADE COUNTY

USC:

Signature: Kevin Juhring

Name: Kevin Juhring

Title: General Manager

Date: November 12, 2014

Attest: _____
Corporate Secretary

Corporate Seal (if applicable)

MIAMI-DADE
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Exhibit B

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of _____ (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

Date



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.



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November 11, 2014

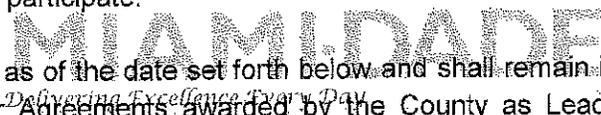
Kevin Juhring
General Manager
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