DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New  ☐ OTR  ☐ Sole Source  ☐ Bid Waiver  ☐ Emergency  Previous Contract/Project No.
Contract  ☐ Re-Bid  ☐ Other

LIVING WAGE APPLIES:  ☐ YES  ☒ NO
Requisition No./Project No.: RQPR1300013  TERM OF CONTRACT 5 YEAR(S) WITH ☒ YEAR(S) OTR
Requisition /Project Title: Solar Powered Trash Compactors
Description: The purpose of this solicitation is to establish a contract to purchase Solar-Powered waste and recycling compacting collection systems for the Miami-Dade Parks and Recreation Department in conjunction with the County's needs on an as needed when needed basis.

Issuing Department: PR  Contact Person: Deborah Tavera  Phone: (305) 755-5459
Estimate Cost: $100,000.00  GENERAL  FEDERAL  OTHER
Funding Source: General

ANALYSIS

Commodity Codes: 906-74
Contract/Project History of previous purchases three (3) years
Check here ☐ if this is a new contract/purchase with no previous history.

EXISTING  2ND YEAR  3RD YEAR
Contractor: N/A
Small Business Enterprise: N/A
Contract Value: N/A
Comments: No previous contract for this type of product

Continued on another page(s): ☐ Yes  ☒ No

RECOMMENDATIONS

Set-aside  Sub-contractor goal  Bid preference  Selection factor
SBE  x

Basis of recommendation:

Signed: Esmeralda Cardenas
Date sent to SBD: 4/10/2013
Date returned to DPM:
INVITATION TO QUOTE
INTERNAL SERVICES DEPARTMENT
Procurement Management
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1974

QUOTATION NO:

DUE DATE:

TIME:

TITLE: SOLAR POWERED TRASH COMPACTORS

CONTACT: Esmeralda Cardenas PHONE: 305-375-2676 FAX: 305-375-4407 E-mail: ecarden@miamidade.gov

The ‘Cone of Silence’ is applicable to this Invitation to Quote. Requests for additional information or clarification shall be made in writing to the contact person identified on this ITQ. A copy of the request must also be filed with the Clerk of the Board to: CLERKBCC@miamidade.gov

1. PURPOSE

The purpose of this solicitation is to establish a contract to purchase various Solar-Powered waste and recycling compacting collection systems for the Miami-Dade Parks and Recreation Department in conjunction with the County’s needs on an as needed when needed basis.

2. GENERAL TERMS AND CONDITIONS

All general terms and conditions of Miami-Dade County Procurement Contracts for ‘Invitations to Bid/Quote’ can be viewed on the following site: http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf

Persons and Companies that receive an award through Miami-Dade County’s competitive procurement process, must anticipate the inclusion of these requirements in the resultant Contract where applicable. These standard general terms and conditions are considered non-negotiable and subject to the County’s final approval.

3. EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Paragraph 1.21 of the general terms and conditions will not apply to this solicitation.

4. TERM OF CONTRACT:

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

5. METHOD OF AWARD:

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

In order to be considered for award of this contract, bidders must provide the following:

a. Certification that equipment meets RoHS standards (Restriction of Use of Hazardous Substances) complaint.

6. PRICES

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract’s initial effective date. The County may consider an adjustment after the first year, to be effective each anniversary date of the contract. The pricing adjustment shall not be in excess of the increase reflected on the latest Consumer Price Index, All Urban Consumers, Miami, and Ft. Lauderdale (All Items) It is the awarded vendor’s responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current date/year may not be considered. The County reserves the right to reject any price adjustments submitted by the vendor. If no adjustment request is received from the awarded vendor, the County will assume that the awarded vendor has agreed that the next year term will be without any price adjustment.

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

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

- Battery replacement as needed
- Service alerts
- Technical support as needed
- Customer service support as needed

8. **CONTACT PERSON:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Esmeralda Cardenas, at (305) 375-2676 email: ecarden@miamidade.gov.

9. **“EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

- Product Information Sheets

If an “equal” product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information sheets submitted, the supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

10. **ADDITIONAL FACILITIES MAY BE ADDED**

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

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

11. **PURCHASE OF OTHER ITEMS AND ITEMS NOT LISTED WITHIN THIS SOLICITATION:**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

12. **TRAINING:**

While installation of the units will not be the direct responsibility of the awarded vendor, the awarded vendor shall provide recommendations as to the proper installation and location of the units. The vendor shall be responsible for the electronic configuration of the units to include an insertion area for configuration of multiple recycling and waste streams. The vendor shall provide the require software to make machines fully operational.

13. **SCOPE**

The purpose of this solicitation is to establish a contract to purchase Solar-Powered waste and recycling compacting collection systems for the Miami-Dade Parks and Recreation Department in conjunction with the County's needs on an as needed when needed basis.

14. **COMPARATOR SPECIFICATIONS**

- **Dimensions:** 50.4" x 26.5" x 26.0 (trash unit)
- **Weight:** up to 170 pounds
- **Max. Compaction:** 50 gallons
- **Capacity:** up to 160 gallons of compacted trash
f. Drive System: Gear motor with heavy duty chain drive (non-Hydrauluc)

g. Controls: Fully automated IC processor:
   a. Monitors trash compaction density and reports fullness levels.
   b. Monitors battery Voltage and reports low-battery.
   c. Employs software algorithms to cycle components off and on as needed to conserve energy.
   d. Senses open access doors, shutting power to motor.
   e. Senses and reports operations status and any system faults 12 volt DC system with 30 watt PV module.

h. Electronics: 12 volt DC system with 30 watt PV module.

i. Energy Storage: Sealed, spill-proof 12-volt battery rated between 18 and 20 amp hours

j. Safety Features:
   - Customized hopper-door (6 x 17” opening) prevents human or animal access to the compactor area.
     a. Fully interlocked access doors to ensure the unit will not operate if either of the doors is open

k. Materials:
   - Galvanized steel with ABS plastic sides made from 100% post-consumer recycled material.

l. Exterior finish:
   - Polyester TGIC power-coat, weather-resistant finish; passed 10 year accelerated salt spray test.

m. Expected life:
   - 10 years.

n. Other features:
   - Wireless Notification/ Status Monitoring and Tracking System.
     a. Handle height of 41.5” is compliant with the Americans with Disabilities Act.
     b. Leak-proof bin of low density polyethylene plastic (for durability and light weight), designed for lift-point.
     c. PV panel cover thick molded, curved polycarbonate”.

o. Bubble:
   - Three-color LED status lamps indicate compacted trash level machine status, and diagnostic codes
     a. Magnetic switch located near LED indicators to trigger manual compaction cycle.
     b. Recycling container attached as part of kiosk with compacting unit.
     c. Wireless hardware: PBC Daughter board, wiring and antenna to enable wireless capability.

p. Wireless Software:
   - Annual software maintenance (including all future releases)

q. Wireless Communication Charges: Pass thru of telecommunication charges on each unit.

r. Units must meet standards set forth by RoHS (Restriction of Use of Hazardous Substances) complaint.
COMPANY NAME: ________________________________

The estimated quantities are not intended to represent or guarantee a minimum or maximum quantity for the given item. The vendor is to deliver the products within the technical scope of the contract, regardless of the actual quantities realized for each item, or all items in total.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Qty.</th>
<th>Unit of Measure</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Powered Trash Compactor Units</td>
<td>15</td>
<td>EA</td>
<td>$___________</td>
</tr>
<tr>
<td>Total of: (to include Wireless Hardware Wireless Software Wireless Communication charges Five (5) Year Warranty Plan Training and Installation Service)</td>
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<td></td>
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</tr>
<tr>
<td>Brand__________</td>
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<td></td>
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<tr>
<td>Model__________</td>
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INSTRUCTIONS TO BIDDERS

1. No sealed quote required. Bidders may submit their written quotation by:
   - Fax to 305-375-4407. Contact the officer by telephone (305-375-2676) prior to sending a faxed quote.
   - Mail / in Person to:

     Miami-Dade County
     Procurement Management Services
     111 NW 1st Street, Suite 1300
     Miami, Florida 33128-1974
     Attention: Esmeralda Cardenas

   - E-mail to the officer identified on the front of this document (Ecarden@miamidade.gov)

2. Quotes received after the time and date specified may not be accepted.

3. Prior to the closing date, requests for additional information or clarification must be made in writing to the person identified on the front of this form.

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

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

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

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

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

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

Addenda Received:    ☐ Yes ☐ No     If yes, please indicate the number of addenda received:  

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a minimum of one hundred and twenty (120) days from due date of quotation. If awarded a purchase order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract.

FAILURE TO COMPLETE AND SIGN THIS FORM RENDERS YOUR QUOTE NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

Authorized Signature: ____________  Title: ____________

Print/Type Name: ____________  Phone: ____________

E-mail: ____________  Fax: ____________

Firm Name: ____________  F.E.I.N. No.: ____________

Address: ____________  City: ____________  State: ____________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. THE COUNTY MAY HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

SMALL BUSINESS CONTRACT MEASURES (Set-aside)

The contract measure(s) applicable to this contract: SBE set-aside. Details of the Legislative Implementing Order (IO) 3 - 41 are available at http://www.miamidade.gov/aoppdfdoc/aopdf/pdffiles/IO3-41.pdf

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. For certification information, contact RER at 305-375-CERT (2378) or at: http://www.miamidade.gov/business/business-certification-programs.asp. The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes ________  No ________

If yes, please provide your Certification Number: ____________________________

Do you accept purchasing/credit cards? ____________________________
Affirmation of Business Entity Affidavits

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

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Federal Employer Identification Number (FEIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Title:</td>
<td></td>
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</tbody>
</table>

Affidavits and Legislation/ Governing Body

<table>
<thead>
<tr>
<th>No.</th>
<th>Affidavit Title</th>
<th>Reference</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Miami-Dade County Ownership Disclosure</td>
<td>Sec. 2-8.1 of the County Code</td>
</tr>
<tr>
<td>2.</td>
<td>Miami-Dade County Employment Disclosure</td>
<td>County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</td>
</tr>
<tr>
<td>3.</td>
<td>Miami-Dade Employment Drug-free Workplace Certification</td>
<td>Section 2-8.1.2(b) of the County Code</td>
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<tr>
<td>4.</td>
<td>Miami-Dade Disability Non-Discrimination</td>
<td>Article 1, Section 2-8.1.5 (AA) Resolution R 182-00 amending R-385-93</td>
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<tr>
<td>5.</td>
<td>Miami-Dade County Debarment Disclosure</td>
<td>Section 10.38 of the County Code</td>
</tr>
<tr>
<td>6.</td>
<td>Miami-Dade County Obligation to County</td>
<td>Section 2-8.1 of the County Code</td>
</tr>
<tr>
<td>7.</td>
<td>Miami-Dade County Code of Business Ethics</td>
<td>Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</td>
</tr>
<tr>
<td>8.</td>
<td>Family Leave</td>
<td>Article V of Chapter 11 of the County Code</td>
</tr>
<tr>
<td>9.</td>
<td>Living Wage</td>
<td>Section 2-8.9 of the County Code</td>
</tr>
<tr>
<td>10.</td>
<td>Domestic Leave and Reporting</td>
<td>Article 8, Section 11A-60 11A-67 of the County Code</td>
</tr>
</tbody>
</table>

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

Notary Public Information

Notary Public – State of ___________________________ County of ___________________________

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

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

Type of identification produced __________________________________________

Signature of Notary Public
Serial Number

Print or Stamp of Notary Public
Expiration Date
Notary Public Seal
Good afternoon Vivian,

Attach is a new contract for your review. If additional information is needed please advise me.

Thank you,

Esmeralda Cardenas
Miami-Dade County
Internal Services Department
111 NW 1st Street, Suite 1300
Miami, FL 33128
Tel: 305-375-2676
http://www.miamidade.gov/dpm/
"Delivering Excellence Every Day"

Please consider the environment before printing this email.

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.