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Miami-Dade County, Florida

Bid No. TBD

Liquid Waste Hauling and Disposal Services for MDAD

SECTION 2
ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract to provide liquid waste hauling Services, including pump-out, collection, cleaning, and disposal Services for Miami-Dade County Aviation Department (MDAD), on an as-needed basis.

Liquid Waste shall mean sludge resulting from, but not limited to, a waste treatment works, air pollution control facility, domestic, commercial, mining, institutional, agricultural, or governmental operations; or other waste materials, including materials to be recycled or otherwise beneficially reused; or septic tank, grease trap, sediment trap, portable toilet, or oil and grease separator pump-outs; or solvents, sewage, industrial waste, hazardous waste, semisolid waste, or potentially infectious waste; or any similar materials which would cause a nuisance or would otherwise cause a violation of this chapter if discharged to the ground or waters of Miami-Dade County” – Miami-Dade County Environmental Protection Ordinance, Chapter 24 of the Code of Ordinances of Miami-Dade County.

2.2 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 Purchase Order issued by the County. The Contract shall expire on the last day of the sixtieth (60) month.

2.3 PRE-BID CONFERENCE (RECOMMENDED)

It is highly recommended that Bidders become familiar with terms and conditions of the proposed work which may in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting an offer. No additional allowances will be made because of lack of knowledge of these terms and conditions.

Therefore, a virtual pre-bid conference (Zoom) meeting has been scheduled for , at 10:00 AM (local time).

It is recommended that a representative(s) of the Bidder's firm attend the virtual pre-bid conference meeting, as this meeting is exempt from the 'cone of silence', allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present.

County is not responsible for any costs incurred by potential Bidder to attend the virtual pre-bid conference (Zoom) meeting. Bidders are requested to have a copy of this solicitation document at the virtual meeting, as it will be discussed.

A pre-bid conference has been scheduled for the following date:

Zoom Information:	TBD
Date & Time:	TBD

2.4 METHOD OF AWARD

Award of this Contract will be made to the lowest priced responsive and responsible Bidder when all items are added in the aggregate and who meets the qualification criteria listed below. To be considered for award, Bidder shall offer prices for all items listed in the Solicitation. If a Bidder fails to submit an offer for all items, its overall offer may be rejected.

2.5 QUALIFICATION CRITERIA

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Bidder must meet the following requirements to be considered for the award. Bidder shall submit qualifying documents as a proof of compliance with the requirements of the Solicitation, however the County reserves the right to request additional information in accordance with the General Terms and Conditions, Section 1.5, entitled, Award of Solicitation.

- 2.5.1** Bidder and/or Bidder's Subcontractor shall be regularly engaged in the business of providing liquid waste hauling and legal disposal Services to be considered for award. Bidder and/or Bidder's Subcontractor shall provide three (3) ***different*** references from customers to whom the Bidder and/or Bidder's Subcontractor has provided or is currently providing liquid waste hauling and legal disposal Services as described throughout this Solicitation. In lieu of the references from the Bidder and/or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No.1122-21.

The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder and/or Bidder's Subcontractor has successfully provided the Services (See Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder and/or Bidder's Subcontractor has sufficient expertise in the industry and its firm is properly equipped to provide the required Services.

- 2.5.2** Bidder and/or Bidder's Subcontractor shall have and always maintain throughout the term of the resultant Contract a Liquid Waste Transporters Operating Permit, issued by the Miami-Dade County's Department of Regulatory and Economic Resources, Division of Environmental Resources Management. At the time of the Bid Submittal, Bidder shall submit a copy of their current Liquid Waste Transporters Operating Permit.
- 2.5.3** Bidder and/or Bidder's Subcontractor shall have adequate equipment to perform the Services described in the Solicitation. Bidder shall provide documentation (e.g., leasing and/or contractual agreement, bill of sale, or other verifiable information), to affirm that the Bidder, at a minimum, owns, leases, or has access through a Subcontractor, to the following required equipment:

- A. Pumper Truck with minimum of 4,000-gallon tank capacity, 500 ft. of $\frac{3}{4}$ " 3,000-7,500 psi sewer hose, 3 stage 0-200", turbo blower; vacuum system with a hydrostatic drive, 180-degree articulating hose reel, and handgun.
- B. Vactor-type Truck with a minimum of 1,500-gallon tank capacity, 5 ft. telescopic boom, vacuum and drive system, and debris body flush out system, 34 ft., 8" aluminum vacuum tube with clamps capable of pumping-out heavy mud and debris from pits that could be as deep as 20 ft.
- C. Truck or trailer mounted hoist crane, with minimum of 4,000 lb. capacity, capable of lifting all airside and aircraft rated grease trap covers.

- 2.5.4** Bidder shall assign a competent company representative (i.e., Project Manager and/or Supervisor) who is cognizant of industry, knowledgeable and experienced in liquid waste collection and legal disposal services. Assigned representative shall serve as the primary point of contact authorized to discuss matters pertaining to the resultant Contract as well as provide the County with technical support and information. Bidder's assigned representative shall be able to communicate directly with the County and shall have full authority to act on behalf of the Awarded Bidder on all matters related to the resultant Contract. Bidders are required to provide their designated company representative's name, title, phone number, and email address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedited Services to the County and as the County deems necessary.

2.6 RATES

- A. **Per Gallon Prices.** Bidder shall provide an all-inclusive price for all liquid waste hauling and disposal Services based on the estimated number of gallons pumped out. All related tasks, including but not limited to, water

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jetting the inlet and outlet grease trap pipes for a minimum 100 linear feet, collecting, cleaning (including trap washing, pressure cleaning, removing solids, and build-up, and truck cleaning) and mobilization, shall be included in the rate per pumped-out gallon. The County does not guarantee any minimum number of gallons per haul.

- B. Hourly Rate for Stand-By Pump-Out Truck. Bidder shall provide an hourly rate for a manned pump-out truck (4,000 gallon minimum capacity) to stand-by, ready to pick-up accidental spillage, while County crews perform certain repairs. Should there be an accidental spillage during County work, the County shall also pay the all-inclusive, per gallon rate quoted. The County does not guarantee any minimum number of hours per request.
- C. Hourly Rate for Water Jetting. Bidder shall provide an all-inclusive hourly rate for all water jetting services, not included as part of a. Per Gallon (listed above). Bidder shall use industry standard water jetting equipment (i.e., a high-pressure stream of water generated by a waterjet), as needed, to clean influent lines, traps, trenches, and drain lines. The County does not guarantee any minimum number of hours per request.
- D. Hourly Rate for Manned Entry into the Confined Space Structures. Bidder shall provide hourly rate to include all equipment, labor, materials and ancillary safety equipment and labor to ensure all confined space entry requirements are met to provide additional cleaning, scraping and debris removal from the structure. Awarded Bidder shall submit to the County's Project Manager or their authorized designee, their safety plan, industry standard practices, equipment listing and safety measures, prior to commencing Services.

2.7 PRICE ADJUSTMENTS

The Bidder's prices shall be inclusive of all costs, delivery, charges, and fees. Additional charges of any kind will not be accepted. The initial Contract prices shall remain fixed and firm until **September 30, 2025**. Thereafter, prices shall be adjusted annually, to be effective on October 1st each year, in accordance with the following index:

United States Department of Labor, Bureau of Labor Statistics: Producer Price Index (PPI)
■ **Waste collection and remediation services (WPU50)**

The County reserves the right to negotiate lower pricing throughout the Contract term based on market conditions or other factors that influence price. Hourly rates awarded will be paid at a rate of 1.5 times the awarded rate for Services rendered outside of Normal Working Hours of Operations, as specified in Section 2.10 below. The Awarded Bidder may offer incentive discounts to the County for any line items at any time during the Contract term, including any extension thereof.

2.8 WORK ACCEPTANCE

All Work performed by Awarded Bidder may and will likely be inspected by the County. The inspection will be performed to determine acceptance of Work, appropriate invoicing and/or warranty conditions.

2.9 METHOD OF PAYMENT

The standard invoice requirements listed in the General Terms and Conditions, Section 1.36 *titled*, Invoicing are amended to include the following:

- A. Awarded Bidder shall provide all supporting documentation with each monthly invoice (to include proof from the authorized disposal facility that the liquid waste hauled was legally disposed of at said facility) in accordance with Section 3.3 A and B.
- B. Service tickets produced and signed by MDAD's Project Manager or their authorized designee, shall form the basis for payment. Two copies of each service ticket shall be generated. One copy shall be retained by

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MDAD's Project Manager or their authorized designee, to be provided to MDAD's Facilities Maintenance Division, and ultimately attached to the Awarded Bidder's monthly invoice. The second copy of the service ticket is to remain with the Awarded Bidder's driver.

- C. Payment shall be based on the actual volume of residuals (gallons) hauled and disposed of by the Awarded Bidder at a wastewater treatment plant located in Miami-Dade County or resource recovery and management facility approved to receive liquid waste by the Miami-Dade County Department of Regulatory and Economic Resources. Recognizing that rate quotations were accepted as cents per gallon (liquid), the volumes recorded on both the service and disposal tickets shall reflect the same measurement units and will serve as the basis for payment.
- D. Awarded Bidder shall submit monthly invoice and any associated back-up documentation in hard copy format or electronically, to the County as follows:

Miami-Dade County Aviation Department
PO Box 526624
Miami, FL 33152-6624
Attention: Accounts Payable
or Email to: payables@miami-airport.com

The County may at any time designate a different address and/or contact person by giving written notice to the Contractor. Refer to General Terms and Conditions, Section 1.36 *titled*, Invoices, for further requirements. Failure to submit invoices in the prescribed manner will delay payment.

2.10 SMALL BUSINESS ENTERPRISE CONTRACT MEASURE

This Solicitation includes a Bid preference contract measure for Miami-Dade County Certified Small Business Enterprises (SBEs). Please refer to General Terms and Conditions, Section 1.45 *titled*, Small Business Enterprise Measures, for additional information.

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2.11 NORMAL WORKING HOURS OF OPERATION

Services shall typically be performed Monday through Friday, between the hours of 7:00AM to 5:00PM (local time); except when such Work is deemed an emergency by the County and/or deemed necessary and prior permission to do such Work is secured from MDAD's Project Manager or their authorized designee. All travel time expenses shall be borne by the Awarded Bidder and will not be reimbursed by the County. The Awarded Bidder shall be prepared to meet the Response Time identified in Section 3.6 below.

The Awarded Bidder will coordinate directly with the MDAD's Project Manager or their authorized designee in scheduling all liquid waste hauling Services. The hourly rate for Water Jetting and Stand-By Pump-Out Truck services shall be paid from the time the Awarded Bidder's personnel together with necessary equipment, arrive at the County's Service site.

2.12 NOTIFICATION TO BEGIN WORK

The Awarded Bidder shall neither commence any Work, nor enter a County Work premise/site, until a purchase order directing the Awarded Bidder to proceed with Services has been received from MDAD's Project Manager or their authorized designee.

2.13 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE AWARDED BIDDER

Unless otherwise provided in this Solicitation, the Awarded Bidder shall furnish all labor, material, and equipment necessary for satisfactory Contract performance. When not specifically identified by the County, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to County inspection and approval.

2.14 EXEMPTIONS FROM SECTION 1 – GENERAL TERMS AND CONDITIONS

A. User Access Program (UAP)

As listed in General Terms and Conditions, Section 1.37 *titled*, County's User Access Program (UAP), is NOT applicable to this Solicitation.

B. Alternate Bids

In accordance with General Terms and Conditions, Section 1.3 *titled*, Preparation of Bids, alternate Bids are NOT allowed.

C. Insurance Requirements

1. General Terms and Conditions, Section 1.22, Letter A (2) and (3) *titled*, Commercial General Liability and Automobile Liability, are amended, and A (4) *titled*, Pollution Liability is incorporated, as follows:
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covers all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Policy must include CA 9948 endorsement.

***Under no circumstances is Awarded Bidder permitted on any of MDAD's Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing their automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. The \$1,000,000 million limit applies at all other MDAD airports.**

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4. Pollution Liability Insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

2.15 CHANGES IN SERVICES

While the County has listed all major Services identified within the scope of this Solicitation which are utilized by MDAD in conjunction with its operations, there may be additional similar Services that may be added to the Contract after award. Under these circumstances, the County may solicit the Awarded Bidder and obtain a price quote for similar Services. Should the pricing be determined to be fair and reasonable, the County may add the Services to the Contract through a formal written modification.

2.16 POLLUTION CONTROL

The Awarded Bidder shall comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through the Department of Regulatory and Economic Resources, Environmental Resources Management, 701 NW 1st Court, 7th Floor, Miami, Florida 33136, Telephone (305) 372-6600, or via link at: [DERM Liquid Waste Transporters Operating Application \(miamidade.gov\)](#)

2.17 WAGE REQUIREMENTS

If the total Contract value, per year, exceeds \$100,000, the provisions of Section 2-8.9 (Living Wages) of the Code of Miami-Dade County, as amended by Ordinance (Governing Legislation), will apply. A copy of this Code Section may be obtained via link at [Sec. 2-8.9. - Living Wage Ordinance for County service contracts and County employees. | Code of Ordinances | Miami - Dade County, FL | Municode Library](#). The Wage Requirements Implementing Order may also be obtained via the following link: [IO-03-30.pdf \(miamidade.gov\)](#)

If the total Contract value per year is less than \$100,000, the minimum wage rate the Awarded Bidder shall pay to its employees shall be equal to or greater than the County's Living Wage rate.

2.18 FEDERAL STANDARDS

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

2.19 ACCESS TO RESTRICTED AREAS

All employees of the Awarded Bidder requiring access to federally-regulated secure areas including, but not limited to the Airfield Operations Area (AOA) and the Federal Inspection Services (FIS) areas, and areas beyond security checkpoints, MUST undergo individual background screening (e.g., 10-year employment history verification, fingerprinting, etc.) completed by MDAD and comply with all security rules and regulations mandated by U.S Customs and Border Protection (CBP), U.S. Transportation Security Administration (TSA), and Federal Aviation Administration (FAA). Refer to the General Terms and Conditions, Section 1.48 *titled*, Additional/Special Security Requirements at Certain Miami-Dade County Departments for additional information.

2.20 IDENTIFICATION BADGES

The Awarded Bidder, Subcontractors and all employees performing the Work on this Contract are required to have airport identification badges for accessing some of the sites on MIA premises. Identification badges must be displayed

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at all times. *****AOA Vehicle Decals, Tanker Endorsements and Contracting Employee Identification shall be maintained current at all times and promptly renewed to avoid a lapse in Service coverage due to expired badges.

Each airport has their own badging system, as such the Awarded Bidder must contact each location where Services need to be rendered in order to have their assigned badge updated granting access to the sites located within restricted areas at MIA and the General Aviation Airports (GAA).

The Awarded Bidder shall be responsible for the return of the identification badges of all personnel transferred or terminated from employment or upon termination of this Contract. The current fee for fingerprinting for Criminal History Records Check (CHRC) is \$38.00 and \$20.00 for the issuance of an identification (ID) badge, for a total charge of \$58.00 per applicant.

Lost, Stolen, or Unreturned Badges: The Awarded Bidder shall promptly report to MDAD the names of all persons who were employed by the Awarded Bidder from whom they were unable to obtain and return Department-issued ID badges. In the event that an ID badge is not returned, the Awarded Bidder shall refund MDAD established charge for lost or stolen ID badges.

A replacement ID badge may only be issued if declared in writing that the ID badge has been lost, stolen, or destroyed. A non-refundable fee of \$75.00 will be assessed for the first replacement and \$100.00 for the second replacement within 24 months of original issuance. There will not be a replacement issued for a third time within 24 months of original issuance. The Security Credentialing Section will collect the fee before a replacement ID badge is issued.

The ID badge is the property of MDAD. The Awarded Bidder must ensure that its personnel immediately return their ID badge to them or the MDAD Credentialing Section at the end of employment or upon receiving notification that their MDAD ID badge is being revoked. The MDAD ID Office will issue a receipt as proof of ID badge return. The Awarded Bidder shall advise its personnel that failure to comply within 24 hours is in direct violation of the Airport Security Program ASP and said personnel can be subject to a potential \$10,000 Civil Penalty Fine assessed by the Transportation Security Administration (TSA) under title 49 of the Code of Federal Regulations CFR Part 1540.105; 49 USC 46301.

NOTE: The prices mentioned above are subject to change during the term of this Contract. All such associate fees for this Contract are the sole responsibility of the Awarded Bidder.

2.21 TRUST AGREEMENT

2.21.1 Incorporation of Trust Agreement by Reference

Notwithstanding any of the terms, provisions and conditions of this Contract, it is understood and agreed by the parties hereto that, the provisions of the Amended and Restated Trust agreement link. <https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf> dated as of the 15th day of December, 2002 as amended from time to time, by and between the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Contract, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement are available for inspection in MDAD offices during normal working hours.

2.21.2 Adjustment of Terms and Conditions

If, at any time during the term or any extension thereto, as applicable, of this Contract, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Contract, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under

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other Contracts of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Contract in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Contract, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Contract shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees, and charges upon the issuance of written notice from the Department to the Lessee.

During the performance of this Contract, the Awarded Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Awarded Bidder") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

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SECTION 3
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1. SCOPE OF WORK

This section describes the provision of liquid waste hauling and disposal Services. The Awarded Bidder shall be responsible for providing all labor, materials, equipment, tools to include Global Positioning System (GPS), crane/hoist equipment to remove/replace grease trap covers, and all incidentals to efficiently and properly handle liquid waste, including pump-outs, collection, cleaning, repairs, and disposal Services. The Awarded Bidder shall be responsible for pumping out all trap contents (i.e., grease, water, and solids), scraping and pressure washing trap walls, water jetting influent and outlet pipes, and transporting and disposing of liquid waste, on an as-needed basis. All required equipment pertaining to the provision of Services, under the resulting Contract, is the Awarded Bidder's responsibility for accountability, upkeep, serviceability, and operation. Any equipment identified as missing, not properly maintained, unserviceable, and nonoperational, which affects performance of the Services, may be considered Contractor nonperformance and, subject to contractual default proceedings.

3.2 REAL-TIME TRACKING

Awarded Bidder shall use a real-time GPS fleet mounted tracking system to provide the the physical location, routes and other pertinent vehicle data as requested by the County, from the time Awarded Bidder arrives at MDAD site, and up until liquid waste is disposed of at Wastewater Treatment Plant or Resource Recovery and Management Facility, approved to receive liquid wastes by the Miami-Dade County Department of Regulatory and Economic Resources. The County anticipates that GPS fleet mounted tracking system will significantly assist in streamlining operations and Service delivery verification processes by providing fleet equipment visibility, movement, usage, and performance analytics for each Service site as well as disposal sites. Awarded Bidder's GPS fleet mounted tracking system is also expected to facilitate federal and state compliance reporting and auditing as well as invoice management.

3.3 RESPONSE TIME

The Awarded Bidder shall provide to MDAD's Project Manager or their authorized designee, emergency phone number at which Awarded Bidder can be immediately contacted at for the provision of response capabilities, 365 days per year, 24 hours per day, and 7 days per week, regarding liquid waste hauling Services, as-deemed necessary by and, at MDAD's sole discretion. Response Time for Awarded Bidder to be at Service site(s) shall be within two (2) hours upon a verbal or written notification is transmitted by MDAD's Project Manager or their authorized designee. Response Time is defined as the local time at which MDAD's Project Manager or their authorized designee placed initial call/sent email (*whether or not the Awarded Bidder responded*) to on-site arrival. Failure to respond within the specified Response Time herein may constitute Contractor non-performance and eventual contractual default. Services shall not be provided by the Awarded Bidder unless a purchase order has been issued to said Awarded Bidder, pursuant to Section 2.12 , of this solicitation.

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3.4 REPORTS

Awarded Bidder shall submit to MDAD's Project Manager or their authorized designee a report noting the following information, after each Service rendered:

- The location(s)/site(s) serviced, with itemized length of time dedicated to each site serviced.
- Type of Service(s) rendered.
- Grease Trap/Separator number (if any)
- Number of gallons pumped into truck.
- Water-jetting hours
- Disposal Ticket(s) provided by Wastewater Treatment Plant or Resource Recovery and Management Facility, approved to receive liquid wastes by the Miami-Dade County Department of Regulatory and Economic Resources
- Any abnormal conditions observed and/or areas in need of repair.
- GPS Fleet mounted tracking data
- Any other metrics MDAD requests regarding the status of the liquid waste throughout the entire collection, hauling and disposal process.

3.5 REQUIRED EQUIPMENT AND MEASUREMENT DEVICE

- A. Awarded Bidder's trucks utilized in rendering liquid waste hauling and disposal Services, as identified in Section 2.5.3.titled, Qualification Criteria, shall **all** be equipped with industry standard/accepted mobile truck liquid level tank measurement acoustical or mechanical device, which is either external or internal to the tank. The County will record on service ticket to be provided to the Contractor, the gallonage corresponding to the difference between the measurement level at the time truck comes onto the MDAD site and the measurement level at the time truck exits MDAD site. The **service ticket** provided by MDAD upon conclusion of liquid waste hauling Services as well as the **disposal ticket** provided by either a wastewater treatment plant located in Miami-Dade County or Resource Recovery and Management Facility, approved to receive liquid waste by the Miami-Dade County Department of Regulatory and Economic Resources, where liquid waste was disposed of, shall be provided by the Awarded Bidder when submitting monthly invoice for payment to the County.
- B. Awarded Bidder shall provide MDAD's Project Manager or their authorized designee, with an independent third party's calibration data for each mobile truck liquid level measurement instrument utilized and/or to be utilized, in rendering liquid waste hauling and disposal Services, prior to commencing any Work or entering a County Work premise/site. Thereafter, the Awarded Bidder shall provide MDAD with proof of devices' calibration conducted by an independent third party for each truck rendering Services under this Contract, bi-annually. The County reserves the right to request from the Awarded Bidder, proof of instrument calibration at any time and for any truck rendering Services, as reasonably deemed necessary by the County.

3.6 DISPOSAL OF WASTE

It is unlawful to dispose or discharge any liquid waste into a sanitary sewer, manhole, storm sewer catch basin, drywall, soakage pit, or ground surface. The Awarded Bidder under contractual obligation to Miami-Dade County, shall dispose

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of pump-outs at any of the Wastewater Treatment Plants located in Miami-Dade County or at a Resource Recovery and Management Facility, approved to receive liquid wastes by the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management and other applicable State, Local and Federal rules, and regulations. All accidental spillage, leakage or other discharge of liquid wastes occurring anywhere within Miami-Dade County boundaries shall be reported immediately to the Miami-Dade Department of Regulatory and Economic Resources, Division of Environmental Resources Management by the Awarded Bidder.

3.7 OMISSION FROM THE SCOPE OF WORK/SPECIFICATIONS

The apparent silence of this Solicitation and any addendum regarding any details or the omission from the Scope of Work/Specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this Scope of Work/Specifications shall be made upon the basis of the Contract.