

**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.:

**RFQ 9743-39 (Master  
Contract RQID1300059 :  
9743-0/23)**

TERM OF  
CONTRACT

**One time purchase**

Requisition /Project Title: **Post Hurricane Hazardous Stumps: Removal, Loading, Hauling, and Backfilling**

Description:

The purpose of this solicitation is to establish a contract to purchase post hurricane hazardous stump removal, loading, hauling, and backfilling services for the Miami-Dade County.

Issuing Department:

**ISD**

Contact  
Person:

**Jennyfer Calderon**

Phone:

**305-375-5312**

Estimate Cost:

**\$1,000,000**

GENERAL    FEDERAL

OTHER

Funding Source:

**X**

**ANALYSIS**

Commodity Codes:

**988-36**

**962-39**

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

**EXISTING**

**2<sup>ND</sup> YEAR**

**3<sup>RD</sup> 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

x

Basis of  
recommendation:

Date sent to SBD: 12/11/2017

Signed:

Jennyfer Calderon

Date returned to DPM:

## Change Acceptance Form

Miami-Dade County (County) is hereby establishing a separate **Group 5** within pre-qualification pool (**Contract No.: 9743-0/23**) for the purchase of goods and/or services which will meet Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the Code of Federal Regulations (CFR), §200.317, General Procurement Standards.

*Please note that bidders who are already pre-qualified under open pool **9743-0/23** do not need to complete the original solicitation packet and simply need to sign the Change Acceptance Form, and submit requirements as defined in **Group 5**.*

By signing this Change Acceptance Form, the pre-qualified Bidder hereby requests to be added to this separate group, and agrees to be bound by the terms and conditions detailed below, which deletes, modifies, and adds the terms and conditions of the contract cited throughout this solicitation.

**Firm/Company Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_  
Printed Name

**Authorized Representative:** \_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
Corporate Secretary/Notary

**Attachment:** FEMA Affidavits

## SECTION 2: SPECIAL CONDITIONS

### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract to purchase post hurricane hazardous stump removal, loading, hauling, and backfilling services for the Miami-Dade County.

#### DEFINITION

- A. DMS: refers to the debris management sites designated by the County.
- B. Hauling: refers to the transportation of all vegetative debris requiring the use of a pay-loader, front-end loader and/ or any other heavy equipment to the designated staging areas as determine by the County.
- C. Hazardous Stump: refers to stump with 50% or more of the root ball exposed that is an immediate threat to lives, public health and safety, or improved property.
- D. Loading Tickets: refers to the document/ticket provided by the County to properly document the work provided in accordance with FEMA requirements.
- E. Staging Area: refers to the sites pre-approved by the County for the concentration for the vegetation debris for final processing and disposal.

### 2.2 TERM OF CONTRACT

The contract shall commence on the first calendar day of the month succeeding approval of the contract by the County, contingent upon the completion and submittal of all required documents. The Contract shall remain in effect until such time as the goods and services acquired in conjunction with this solicitation have been completed and accepted by the County.

### 2.3 METHOD OF AWARD

Award of this contract will be made to all responsive, responsible bidders who provide a price for hazardous stump removal, loading, hauling, and backfilling services in Section 4, and who meet the qualifications listed below. The County will award each work assignment based on pricing and availability.

#### Qualifications

1. Bidder(s) are required to provide in Section 4 the contact information of the project manager/supervisor assigned to the project, who have full authority to act on behalf of the Bidder on all matters related to operations. The contact information shall include the name, mobile phone and email address.
2. Bidder(s) shall hold a current General Hauling Permit issued by Miami-Dade Solid Waste Department for each vehicle that will be utilize to perform the services. Bidders shall provide in Section 4 a list of vehicles including the number of the tag and permit decal assigned.

Bidders shall submit the specified information listed above with their bid submittal form as proof of compliance to the requirement of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required information during the evaluation period.

### 2.4 COMPLIANCE / REGULATIONS / SAFETY

#### a. Legal Requirement for Pollution Control

It is the intent of these specifications to 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 Regulatory and Economic Resources, 33 SW 2nd Avenue, Miami, Florida 33130, Telephone (305) 372-6789.

#### b. Accident Prevention, Barricades and Safety

Bidders shall conduct the work in a manner, which shall not interfere with normal pedestrian traffic or adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause any annoyance to residents near the sites or users of the sites.

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

Bidder agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue immediate restrain or cease and desist to a Bidder, when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

c. Maintenance of Traffic (MOT)

The applicable portions of the Public Works Manual, Part I, as it pertains to the maintenance of traffic, and the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and subsequent revisions and addenda, as published by the U.S. Department of Transportation, Federal Highway Administration shall apply.

Bidders shall install and maintain from beginning to end of the maintenance operation, warning signs and/or any other warning and safety devices advising motorists of work being done in the area. All signs shall be temporary and must be removed at the end of the work operation, or at the end of the day whichever comes first.

For additional information link to:

[http://mutcd.fhwa.dot.gov/kno\\_2009r1r2.htm](http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm)

<http://www.dot.state.fl.us/rddesign/DS/17/STDs.shtm>

<http://www.motadmin.com/find-a-training-provider.aspx?pageNum=2&orderBy=TwoDecimalRating>

Failure to comply with any of these requirements may result in immediate suspension of work.

## 2.6 VEHICLES AND EQUIPMENT

Company logos must be legible at a minimum of fifty (50) feet away during daylight hours. Company name and graphics shall be uniform in design and color on all vehicles. The Bidder's vehicles and equipment shall be in proper working conditions and free from leaking fluids. All equipment shall include all safety devices, properly installed and maintained. If the County determines that the equipment is deficient in safety devices, the Bidder will be notified immediately. The Bidder shall remove the deficient equipment from service and replace it with working equipment within twenty-four (24) hours of notification from the County.

All vehicles and other equipment must comply with all applicable local, state, and federal rules and regulations. The County has the option to request the awarded Bidder(s) remove any vehicle or equipment that is not considered safe to operate.

Prior to commencement of work, the County shall certify all vehicles operated by the awarded Bidder(s). All hauling vehicles shall be suitable to load and support the weight of stumps measuring up to 48" in width and its root ball. Hauling vehicles shall be equipped with rubber tires. The awarded Bidder shall assign a representative that will serve as witness and signatory to the certification. A place-card will be affixed to each certified vehicle's driver side which will clearly state the following: awarded Bidder's name, assigned truck number, and any other pertinent information, as determined by the County.

## 2.7 IDENTIFICATION AND UNIFORM

1. Identification: All personnel performing services under this contract must carry valid government issued photo identification such as a driver's license.
2. Uniform: All personnel shall wear a uniform shirt (or t-shirt) clearly displaying the Bidder's company name. Uniforms shall be maintained so all personnel are neat, clean and professional in appearance. Non-uniform clothing will not be permitted.

## **2.8 USE OF FEDERAL FUNDING**

Since the services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

## **2.9 FEDERAL STANDARDS**

Bidder hereby assures and certifies to the County that it will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborer so (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
- (2) Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week; and
- (3) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387; and
- (4) The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163; and
- (5) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Contractor must provide a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (6) Any requirements of 2 CFR pt. 200.318.
- (7) Procurement of recovered materials See §200.322.  
The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- (8) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency (Complete certification attached)
- (9) The Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- (10) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Bidder will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(11) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Bidder, or any other party pertaining to any matter resulting from the contract.

## **2.10 EXEMPTION TO CERTAIN CLAUSES**

As a Federally-funded agency, the following clauses within Section 1.0 do **NOT** apply to this contract.

- Section 1 Paragraph 1.11; Local Preferences: Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses shall NOT apply.
- Section 1 Paragraph 1.36; County User Access Program (UAP) - The fee in the amount of two percent (2%) shall NOT apply.
- Section 1 Paragraph 1.44; Small Business Enterprises (SBE) Measure- shall NOT apply.
- Section 1 Paragraph 1.45; Local Certified serviced-Disable Veteran's Business Enterprise Preference - shall NOT apply.
- Section 1 Paragraph 1.47; First Source Hiring Referral Program ("FSHRP") - shall NOT apply.
- Prompt Payment Terms - Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply.

## **2.11 OFFICE OF INSPECTOR GENERAL**

The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price of this Group. All else remains the same.

### **SECTION 3: SCOPE OF SERVICES**

#### **3.1 SCOPE OF WORK**

Scope of work includes the removal, loading, hauling and unloading of hazardous stumps and the backfilling of holes left by the removal of stumps.

#### **3.2 SCHEDULING AND CANCELLATION**

After award of this contract, a kick off meeting will be held with the awarded Bidders to discuss the schedule and the scope of work.

a. Scheduling:

The County will notify the awarded Bidder(s) in writing with the location of the work to be performed. The County shall monitor the work, including measuring all hazardous stumps, and shall take before and after digital photographs of the work.

The awarded Bidder(s) shall start the services within 24 hours of the notice to proceed. The awarded Bidder is to provide the services as described in Section 3.3 at the locations indicated by the County. The work shall be performed during daylight hours seven (7) days per week or as indicated by the County. The County reserves the right to, in advance, request service for a specific location to be performed on a particular day as needed. The awarded Bidders shall conduct the work in a manner which shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause annoyance to the public or users of the sites.

The County reserves the right to request the cancelation of an order at any time. In the event the cancelation is received after the job has started, the awarded Bidder shall be compensated for the work completed.

#### **3.3 WORK TO BE PERFORMED**

The work performed shall consist of the extraction of hazardous stumps measuring 24 and up to 48 inches, loading and hauling the hazardous stumps removed and unloading the stumps at the DMS designated by the County, and backfilling the holes left by the removed stumps with clean compacted top soil. The County shall provide to the awarded Bidder(s) a list of locations and number of hazardous stumps to be removed. The list provided by the County shall include the size of each stump.

The awarded bidder shall provide an all-inclusive price per stump. The prices shall remain fixed and firm during the term of the contract. All-Inclusive price refers to the total cost of service that will include all labor, personal protective equipment (e.g., reflective vest, hard hat, gloves, protective goggles, etc.), safety equipment (e.g. traffic cones, barricades, duty straps, etc.), transportation (trucks, trailer, over-cab work platform, dump truck, bobcat, etc.), extraction equipment (rubber tire loader with clam shells claws or excavators with stabilizer and thumb attached), hand held equipment (e.g. chain saws, hydraulic saw, circular saw, rake, shovel, hand tamper, etc.), backfilling material, travel time, and any other element of cost.

#### **3.4 STRUCTURES AND UTILITIES**

- a. Structures: Awarded Bidder(s) shall note the location of all structures and exercise care to avoid damaging any fences, building, wall, curb, sidewalk, driveway or other structure located on or adjacent to the work site.
- b. Utilities: No digging or underground work is required under this contract. However, if any utilities are found above ground before/during work performed, it shall be reported to the County for immediate notification to the proper authority. No work shall be performed at the site after such utility damage has been repaired by the utility company.

#### **3.5 DEBRIS MANAGEMENT SITE AND LOADING TICKET**

a. DEBRIS MANAGEMENT SITE

The Awarded Bidder(s) shall transport all stumps collected from each location to the DMS designated by the County. The Awarded bidder shall unload all collected stumps with appropriate equipment (bobcat, loader, etc.).

The County has established the following DMS. Aerial maps have been provided for the Bidders reference. (Enclosed)

- Amelia Earhart Park, located at 401 East 65th Street, Hialeah.
  - Homestead Air Reserve Park, located at 27401 SW 127th Avenue, Homestead.
  - Tamiami Park, located at 11201 SW 24th Street, Miami.
- b. The County shall provide the awarded Bidder(s) with a stump load ticket to be surrendered at the DMS for record keeping. Each ticket shall be used to document the location and the amount of stumps loaded and hauled. Awarded Bidder(s) are responsible for ensuring all tickets capture the location where the extraction was completed, collection/disposal date, measurement and County-authorized representative name and signature. No payment will be made by the County for incomplete tickets submitted for payment. The invoice provided by the awarded Bidders shall match the items described on the stump tickets