# ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

$\blacksquare$ <u>New</u> $\Box$ <u>OTR</u> $\Box$ <u>So</u>	ole Source	Bid Waiver	Emerge	ncy Previou	s Contract/P	Project No.	
Contract				FB-0	0744		
$\square$ <u>Re-Bid</u> $\square$ <u>Other – Acces</u>	s of Other Entity	Contract		NG WAGE APPLI	ES: YES	NO	
Requisition No./Project No.: EVN0000012 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR							
Requisition /Project Title: Runway Rubber Removal							
Description: MDAD requests a contract with one vendor for the removal of accumulated rubber deposits & paint from specific areas at five Miami-Dade County airports in order to maintain the runway surface areas properly, thereby providing safe conditions for the use of aircrafts.							
Issuing Department: ISD/SPD		Contact Perso	n: Marie V	Villiams	Phone:	Phone: 305-375-3248	
Estimate Cost: 880,000  GENERAL FEDERAL OTHER  Funding Source: Propr. Reven							
		ANAL	<u>LYSIS</u>				
Commodity Codes: 90560	968	11					
Contract/Project History of previous purchases three (3) years							
	Check here if thi			th no previous histor 2 <sup>ND</sup> YEAR	ry.	<u>3<sup>RD</sup> YEAR</u>	
Contractor: Waterblasting, LLC		, LLC					
Small Business Enterprise:							
Contract Value:	640,000						
Comments:							
Continued on another page (s):							
RECOMMENDATIONS							
	Set-Aside	Subcontra	ctor Goal	Bid Prefere	nce	Selection Factor	
SBE							
Basis of Recommendation:							
Signed: Marie Williams	Date sent to SBD: 07/08/22						
			Date returned to SPD:				

#### SECTION 2

#### ADDITIONAL/SPECIAL TERMS AND CONDITIONS

#### 2.1 <u>PURPOSE</u>

The purpose of this solicitation is to establish a contract with one (1) vendor for the removal of accumulated rubber deposits and paint from specific areas at the five (5) Miami-Dade County owned/operated airports for the Miami-Dade Aviation Department (MDAD) in order to maintain the runway surface areas properly, thereby providing safe conditions for the use of aircrafts.

#### 2.2 TERM OF CONTRACT

This Contract shall commence on May 1, 2023 or the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, whichever is later, unless otherwise stipulated in the Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The Contract shall expire on the last day of the 60th month.

#### 2.3 <u>METHOD OF AWARD</u>

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 qualifications below and all of the technical requirements within Section 3 of this Solicitation. Bidder shall submit required documentation with bid submittal. 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.

#### 2.4 QUALIFICATION CRITERIA

Bidders must meet the following requirements to be considered for award. Bidder(s) 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 General Terms and Conditions, Section 1.5 – Award of Solicitation.

2.4.1 Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing runway rubber and paint removal services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) <u>different</u> references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing services as described throughout this Solicitation. In lieu of the references from the Bidder 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's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services (Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's

satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required services.

- **2.4.2** Bidder shall provide the manufacturer's specification documents of the equipment that will be used for runway rubber and paint removal for MDAD's approval. The documentation shall ascertain to MDAD's satisfaction that the equipment adheres to the specifications stated in Section 3.4 Equipment, of this solicitation. MDAD'S decision in this regard shall be final.
- 2.4.3 Bidder shall assign a competent company representative (i.e. Project Manager and/or Supervisor) who is cognizant of industry, knowledgeable and experienced in runway rubber and paint removal; and is the primary point of contact authorized to discuss matters pertaining to the resultant contract, to provide the County with support and information. The company representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, title, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.

## 2.5 <u>DEMONSTRATION OF EQUIPMENT</u>

Prior to award of the contract, Bidder(s) may be required to demonstrate the equipment that will be used to perform the work, at no cost to the County. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability and adaptability. Any costs for the demonstration shall be borne by the Bidder. The County will notify the Bidder(s) of the demonstration request. If a Bidder fails to provide a demonstration as requested in the County's notice or if the equipment demonstrated fails/is not acceptable, the County will not consider the Bidder's offer.

As part of the demonstration the Bidder shall complete a rubber and paint removal test/demonstration. The test area shall be at least 50 feet long and at least two (2) feet wide where the greatest buildup occurs. This test area will determine the Bidder's ability to remove rubber and paint at the minimum speed required to obtain the degree of removal specified without removing pavement aggregates and/or binder materials.

The County shall be sole judge of the acceptability of the equipment in conformance with these bid specifications and its decision shall be final.

NOTE: After award, it is the responsibility of the Awarded Bidder to notify the County should any changes to the equipment and/or operator occur. Additional rubber and paint removal test/demonstrations may be required should the equipment, operator and/or performance of the equipment change from the initial specifications approval by the County.

#### 2.6 PRICES

- **2.6.1** If the Bidder is awarded a contract, the quoted prices shall remain fixed for a period of no less than 12 months from the effective date of the contract.
- **2.6.2** Bidder's prices shall be deemed to provide full compensation inclusive of labor, materials, mobilization, de-mobilization, fuel, travel, fees and any other element, cost or price.
- **2.6.3** The County reserves the right to negotiate lower pricing during the contract period based on market conditions or other factors that influence price.
- **2.6.4** 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.
- **2.6.5** In accordance with General Terms and Conditions, Section 1.3 Preparation of Bids, alternate bids are NOT allowed.

## 2.7 PRICE ADJUSTMENT

Prior to the end of the initial 12-month period and for each subsequent year thereafter, the County may consider an adjustment to price for the next one-year period based on the percentage change in the value of the most recent Consumer Price Index (CPI), as amended, for the below index. The County reserves the right to apply any reduction in pricing for the one-year periods(s) based on the downward movement of the applicable index.

CPI Series Id: CUURS35BSA0, CUUSS35BSA0 Series Title: All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted Area: Miami-Fort Lauderdale-West Palm Beach, FL Item: All items

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index available on the day of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision to the Internal Services Department, Strategic Procurement Division. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted no later than sixty (60) days prior to expiration of the then current one-year period. The Awarded Bidder's adjustment request shall not exceed 3% annually, nor can it be in excess of the relevant pricing index change. If no adjustment request is received from the Awarded Bidder in accordance with these requirements, the County will assume that the Awarded Bidder has agreed to waive any pricing adjustment for the next one-year period.

If a requested increase is approved, the County will issue written notification of the effective date of the price adjustment.

The County reserves the right to reject any price adjustments submitted by the Awarded Bidder.

## 2.8 SMALL BUSINESS ENTERPRISE CONTRACT MEASURE

To be determined

## 2.9 INSURANCE

To be determined

## 2.10 METHOD OF PAYMENT

Awarded Bidder shall submit invoices and any associated back-up documentation electronically or in hard copy format to the County as follows:

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

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

Refer to General Terms and Conditions, Section 1.36 - Invoices, for further requirements

# 2.11 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control 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, 701 NW 1 Court, Miami, Florida 33130, Telephone (305) 372-6789.

## 2.12 SAFETY COMPLIANCE

Awarded Bidder shall 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. Employees of the Awarded Bidder shall wear a safety vest or bright orange tee shirts at all times while performing work on this contract. The County reserves the right to issue immediate restrain or cease and desist to the Awarded Bidder, when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

#### 2.13 <u>CREDENTIALING / BADGING / PARKING</u>

Awarded Bidder shall be subject to all MDAD requirements, U.S. Transportation Security Administration (TSA), and U.S. Customs and Border Protection (CBP) mandates, pertaining to the issuance of airport identification badges, including: personnel completion of the Security Identification Display Area (SIDA) training conducted by MDAD, and respective background checks required by the TSA and CBP Unescorted Access Privilege Rule. Awarded Bidder shall be required to conduct background investigations and to furnish certain data on such personnel before issuance of such ID badges, which data may include fingerprinting applicants for such badges. All personnel working need to be badged before work commences. Badges must be displayed at all times. The fee for ID badges/background checks is approximately \$58.00 per employee biannually. Parking for the Awarded Bidder, its staff and any Subcontractors shall be provided at the Awarded Bidder's expense. The current rates per decal are as follows: Four (4) months – Fee of \$120; Eight (8) months – Fee of \$240; Twelve (12) months – Fee of \$360. Rates are subject to change. Updated rates are published at http://www.miami-airport.com/airport-parking.asp#short.

## 2.14 ADDITIONAL SERVICES

Although this solicitation identifies specific services, it is hereby agreed and understood that the County may at its option add new services to the contract. Should the County determine that an additional service needs to be added, a request for pricing shall be obtained from the Awarded Bidder. The County reserves the right to award these services to the Awarded Bidder, another contract bidder based on the lowest price quoted, or to acquire the services through a separate solicitation or other procurement method.

#### 2.15 COUNTY USER ACCESS PROGRAM (UAP)

General Terms and Conditions, Section 1.37 does not apply to this Solicitation.

## **SECTION 3**

## **TECHNICAL SPECIFICATIONS**

#### 3.1 SCOPE OF WORK

The Awarded Bidder shall provide removal of accumulated rubber deposits and paint, in accordance with these technical specifications and as directed by the MDAD, from specific areas of designated asphaltic concrete runway pavements at the following Miami-Dade County airports:

- Miami International Airport
- Miami Opa-Locka Executive Airport
- Miami Executive Airport
- Miami Homestead General Aviation Airport
- Dade Collier Training and Transition Airport

The Awarded Bidder shall furnish all equipment, tools and machines necessary for the performance of the work on this contract which shall be in safe and good working condition at all times. The Awarded Bidder's machinery, motor vehicles and mechanized equipment shall have acceptable identification showing the Awarded Bidder's name posted in a conspicuous location on each piece of equipment. All equipment shall be subject to approval by the County.

The Awarded Bidder shall remove and dispose the debris discharge appropriately. MDAD will not provide an area on site for debris discharge and disposal.

The Awarded Bidder shall perform work on this contract between the hours of 11:00 PM and 7:00 AM daily, Sunday through Saturday, excluding County-observed holidays.

NOTE: Based on historical data, approximately 36 mobilizations can be anticipated per year.

#### 3.2 MATERIALS

- **3.2.1** The County will furnish water, without charge, from a designated fire hydrant located near the airfield. MDAD will supply water for all five (5) airports. However, the water supplied at Miami Homestead General Aviation Airport and Dade Collier Training and Transition Airport is well water.
- **3.2.2** The Awarded Bidder shall furnish all equipment, material and labor necessary to obtain and deliver water from the designed source to the work area.
- **3.2.3** The use of chemicals, abrasive material, detergents, salt water or any water other than that provided by the County will not be permitted in the cleaning process. Refer to Section 3.7 herein for additional information.

## 3.3 EQUIPMENT

The Awarded Bidder's equipment that will be used for performing rubber and paint removal services on this contract shall adhere to the following specifications:

- **3.3.1** The equipment shall consist of as a minimum: a truck mounted high pressure water dispensing system incorporating a traction motor, compressors, water tank and a vacuum device capable of collecting dislodged rubber and paint waste generated during the removal process for proper disposal.
- **3.3.2** The equipment shall be capable of emitting fine streams of water at constant nozzle pressures greater than 10,000 PSI but not exceed a maximum nozzle pressure of 40,000 PSI. Nozzle height and pressure shall be field adjustable, and the unit shall have the ability to precisely control its forward advance speed of the unit to a minimum of 3.0 MPH.
- **3.3.3** The equipment shall be capable of a removal efficiency of 85% to 100% paint, 90% rubber, and capable of removing rubber to that degree at a rate of at least 10,000 square feet per hour from areas of maximum rubber build up.
- **3.3.4** All equipment shall have standard amber rotating beacons, which shall be operating when the equipment is on the Airside Operations Area. Refer to Section 3.4 herein for additional information.

## 3.4 AIRSIDE OPERATIONS

The County will schedule the work in coordination with Airside Operations. The Awarded Bidder shall not, under any circumstances, move out onto the operating area without first receiving authorization to proceed from the County

If the Awarded Bidder is advised by the Airside Operations Agent while performing the requested services that there is an emergency, the equipment should be sufficiently mobile to clear the runway areas within three minutes of the emergency notice to an area at least 250 feet from the edge of the runway or taxiway.

## 3.5 WORK ACCEPTANCE

**3.5.1** The determination of percent rubber removal will be made by the Aviation Department Engineer utilizing Continuous Friction Measuring Equipment (CFME) for measuring Coefficient of Friction in accordance with the Federal Aviation Administration (FAA) Advisory Circular No.150/5320-12C, as amended. An area shall be considered cleaned of rubber and acceptable for measurement and payment, in accordance with these specifications, when the average coefficient of friction of the pavement surface in the area cleaned of rubber is restored to at least 85% of the average coefficient of friction of the pavement surface measured at an un-traveled section of the runway.

- **3.5.2** Excessive removal of the pavement surface aggregate by the rubber and paint removal process is not permitted. Excessive removal will be judged to have occurred if the average coefficient of friction in the area cleaned of rubber exceeds 100% of the average coefficient of friction measured at an un-traveled section of the runway. In the case of paint, the removal of pavement aggregates and/or binder materials will be considered as excessive.
- **3.5.3** Should the equipment or procedures used to remove the runway rubber and paint appear to cause surface damage or cause it to become polished or deteriorated, MDAD may test and evaluate the resulting runway coefficient of friction (COF) or damage after rubber and paint removal is complete. If the tests indicate significant damage or that the COF of a newly cleaned area is less than 85% of that measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the removal process, the area will be rejected. The Bidder shall be responsible for the costs incurred by the County for such evaluation, testing, and surface restoration.

The County may submit a non-performance review based upon non-conforming performance to these technical specifications. The Awarded Bidder may be terminated from the contract should the performance not be corrected as required by the County. Refer to Section 3.6 herein for additional information.

# 3.6 DEFICIENCIES IN WORK TO BE CORRECTED BY THE AWARDED BIDDER

The Awarded Bidder shall promptly correct all apparent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of work completion status. All corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported by the County. The Awarded Bidder shall bear all costs of correcting such rejected work. If the Awarded Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Awarded Bidder in writing, that the Awarded Bidder is subject to contractual default provisions, if the courty of the notice. If the Awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the Awarded Bidder in default, obtain the services from another supplier to correct the deficiencies, and charge the Awarded Bidder for these costs; either through a deduction from the final payment owed to the Awarded Bidder or through invoicing. If the Awarded Bidder fails to honor this invoice or credit memo, the County may terminate this contract for default.

# 3.7 CLEANING PROCEDURES

- **3.7.1** The County will clearly mark out in advance the areas to be cleared by the Awarded Bidder. The Awarded Bidder shall conduct its operations without any damage to the pavement surface, grooving, runway lights and joint sealers. The integrity of the grooving shall not change.
- **3.7.2** Upon completion of high pressure removal and the vacuuming of the waste generated, the Awarded Bidder shall rinse clean any residue toward the shoulders of the pavement to allow the pavement surface to air dry.

**3.7.3** The Awarded Bidder will coordinate the operations of all equipment to assure that the rubber and paint particles removed are not tracked onto clean surfaces.

# SECTION 4

# **BID SUBMITTAL REQUIRED CRITERIA**

	TO BE COMPLETED BY ALL BIDDERS					
	Refer to Paragraph 2.4 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.					
Paragraph Reference	Bidder Requirements					
	Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing runway rubber and paint removal services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) <u>different</u> references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing services as described throughout this Solicitation. In lieu of the references from the Bidder 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's name, title address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services. These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the require services.					
	Reference Company Name No.					
	Is reference for the Bidder, Subcontractor, or key personnel:					
2.4.1	If Subcontractor, then identify the name of the Subcontractor:					
	If key personnel, then identify the name of the key personnel:					
	and make sure that company key personnel worked for is listed above as "Reference Company 1."					
	Contact's name:Title:					
	Address:					
	Phone Number: Email:					
	Reference Company Name No.					
	Is reference for the Bidder, Subcontractor, <b>or</b> key personnel:					
	If Subcontractor, then identify the name of the Subcontractor:					
	If key personnel, then identify the name of the key personnel:					
	and make sure that company key personnel worked for is listed above as "Reference Company 2."					
	Contact's name:Title:					

	Address:
	Phone Number: Email:
2.4.2	Bidder shall provide the manufacturer's specification documents of the equipment that will be used for runway rubber and paint removal for MDAD's approval. The documentation shall ascertain to MDAD's satisfaction that the equipment adheres to the specifications stated in Section 3.4 - Equipment, of this solicitation. MDAD'S decision in this regard shall be final.
2.4.3	Bidder shall assign a competent company representative (i.e. Project Manager and/or Supervisor) who is cognizant of industry , knowledgeable and experienced in runway rubber and paint removal; and is the primary point of contact authorized to discuss matters pertaining to the resultant contract, to provide the County with support and information. The company representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, title, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.  Designated company representative name: