

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. RFP545A and C

Re-Bid
 Other – _____
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EVN0000148
 TERM OF CONTRACT 8 YEAR(S) WITH 4 YEAR(S) OTR

Requisition /Project Title:
CURBSIDE RECYCLING COLLECTION PROGRAM

Description:
For implementing an innovative, productive, and cost-effective curbside recycling collection program in the County's Waste Collection Service Area (WCSA)

Issuing Department: ISD
 Contact Person: Alejandro Garcia
 Phone: 305-375-4121

Estimate Cost/Value: \$138,505,714.29
 GENERAL FEDERAL OTHER
 Funding Source: Proprietary

ANALYSIS

Commodity Codes:	96270				
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor: WORLD WASTE RECYCLING INC and PROGRESSIVE WASTE SOLUTIONS OF FL INC	\$8,132,142.86 and \$3,410,0	\$8,132,142.86 and \$3,410,	\$8,132,142.86 and \$3,410,0		
Small Business Enterprise:					
Contract Value:	\$11,542,142.86	\$11,542,142.86	\$11,542,142.86		
Comments:					

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Alejandro Garcia	Date sent to SBD: 9/9/2022
	Date returned to SPD:



**REQUEST FOR PROPOSALS (RFP)
EVENT NO.: EVN0000148
CURBSIDE RECYCLING COLLECTION PROGRAM**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2022 at __:00 AM (local time)
111 NW 1st Street, ___ Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
For the
Department of Solid Waste Management

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Alejandro Garcia, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4121
E-mail: Alejandro.garcia2@miamidade.gov

PROPOSALS DUE:

INSERT DATE AND TIME

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

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

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see Mandatory Online Forms and Addendum Acknowledgement section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Department of Solid Waste Management (DSWM) is soliciting proposals from qualified firms to enter into an agreement for implementing an innovative, productive, and cost-effective curbside recycling collection program in the County's Waste Collection Service Area (WCSA) and certain municipalities. This program includes collecting and transporting recyclable materials from residential units within the Zones identified in Attachment A to the County's Designated Materials Processing Facility(s).

The County's objective for this solicitation is to award up to three agreements, one for each Zone based on the highest-ranking Proposal received, as determined by overall score pursuant to this Solicitation for an eight (8) year term, with two (2), two (2) year options to renew. Proposers may submit proposals for any and/or all Zones; however, a proposed price schedule shall be provided for both options (Option 1, Every-other-week and Option 2, Weekly) for each Zone the Proposer wishes to be considered.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	TBD
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov . TTY users may reach the ADA Office by calling the Florida Relay Service at 711.
Deadline for Receipt of Questions:	TBD
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	TBD
Projected Award Date:	TBD

1.2 Definitions

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

1. The words "Competitive Selection Committee" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
2. The word "Contractor(s)" to mean the Proposer(s) that receives any award of a contract from the County as a result of this Solicitation.
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
5. The word "Contamination" refers to the deposit of non-recyclable items by residents (or Program Participants) in the curbside recycling cart and the subsequent collection by a hauler for delivery to the Materials Processing Facility (MRF). Examples include, but are not limited to, any hazardous or food or yard waste, tires, diapers, plastic bags, non-recyclable types of glass (ceramic, china, dishes, mirrors, light bulbs, Pyrex®, porcelain and window glass), any plastics other than those that contained food, personal and household cleaners, such as the bulky rigid plastics such as garbage cans, resin lawn furniture, laundry baskets, and children's outdoor playing units/toys. Any recyclable material determined to be unable to be processed or marketed due to trace amounts of container contents or product labels (and other similar "Imperfections"), or due to any part of the collection, transportation, facility receiving or processing activities (e.g. wet due to rain, broken glass due to unloading, etc.) shall not be considered contamination. Such items shall be referred to as "Residue".
6. The word "Holiday" to mean a regularly scheduled collection day when recycling collections are suspended, Christmas Day.
7. The words "Program Materials" refers to recyclable materials that are specifically included in the County's curbside collection Program and which the County is actively soliciting from its Program Participants. Subject to change only in rare circumstances (solely at the County's discretion), these currently consist of the "Simple 5" as follows: 1. Paper products: newspapers, magazines, catalogs, telephone books, printer paper, copier paper, mail and all other office paper without wax liners; 2. Cardboard: packing boxes, cereal boxes, gift boxes and corrugated cardboard.; 3. Cans: steel and aluminum food & beverage cans; Aluminum bottles

are also accepted; 4. Cartons: aseptic poly-coated drink boxes, juice cartons and milk cartons; and 5. Bottles: (plastic & glass) - plastic bottles: milk, water, detergent, soda and shampoo; glass bottles.

8. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
9. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
10. The words "Route Specification Packet" refers to the entirety of the data set related to the collection routes, specifically all addresses contained in each route.
11. The words "Single Stream" to mean a recycling process that allows for recyclable materials to be mixed into one single container.
12. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the selected Proposer(s).
13. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
14. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Selected Proposer(s), who contracts with the selected Proposer(s) to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the selected Proposer(s).
15. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Selected Proposer(s) in accordance with the Scope of Services, and the terms and conditions of this Solicitation.
16. The word "Zone(s)" to mean the service area for curbside collection.

1.3 General Proposal Information

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

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

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 Cone of Silence

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP documents.

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

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee Members or, to the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee Members other than as provided in Section 2-11.1 of the Code, are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

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

1.10 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____ % SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

1.11 Living Wage

The Living Wage Ordinance will apply to any resultant contract award that exceeds \$100,000 annually.

1.12 Prices

Proposer(s) proposed prices shall remain fixed and firm for the term of the contract. All prices shall be inclusive of all Requirements identified in this Solicitation. The prices offered shall also contemplate any changes in economic factors (including living wage requirements) or any other factors that otherwise affect pricing.

2.0 SCOPE OF SERVICES

2.1 Background

The County is home to approximately 2.7 million residents. The DSWM provides waste disposal facilities for residents countywide through an integrated waste management system consisting of two public landfills, additional contracted landfill capacity, a waste-to-energy plant, and associated ashfill. The solid waste collected in Miami-Dade County is processed in one of three ways: according to 2020 State of Florida Department of Environment Protection (DEP) data, of the 4.3 million tons of solid waste produced by the entire County, 12% is incinerated, 69% is land-filled, and 19% is recycled. The recycling is achieved through a combination of public and private programs. In addition to the current curbside collection program, the County accepts certain recyclable materials at the County's Neighborhood Trash and Recycling Centers, where white goods are collected; and at the County's waste-to-energy plant, where metals are source-separated from the incoming and processed waste.

Pertinent to this solicitation, the DSWM operates one of the nation's largest (outsourced) curbside recycling programs servicing approximately 344,815 households located in the County's Waste Collection Service Area (WCSA), approximately 16,531 households located in certain municipalities including El Portal, Florida City, Medley, Miami Beach, Miami Springs, North Bay Village, South Miami, Virginia Gardens, and West Miami, and 2,001 households located outside the (WCSA) for a total of 363,347 households served.

The number of households included in the program is expected to continue to grow throughout the term of the proposed contract as reflected in the most recent countywide population projections from the University of Florida Economics and Business Research are as follows:

Year	Projected Miami-Dade County Population
2025	2,992,700
2030	3,128,300
2035	3,234,600

Source: Florida Population Studies Bulletin 189, University of Florida Economics and Business Research

Zones

Under the current collection and hauling agreements, residential recycling collection service is provided in three separate Zones generally described as North (from the Broward line to approximately but not entirely NW 36th Street), Central (from approximately but not entirely NW 36th Street south to approximately the 836 Expressway) and South (the 836 Expressway to south of SW 392 Street). **Attachment B** provides a map of these areas.

Current Curbside Residential Service Levels

Recyclable materials are collected by private vendors weekly (to residential units in City of South Miami and Miami Beach) and every-other-week (EOW) to all other residential units. All EOW service to County residents is provided on a regular garbage pick-up day. Weekly service to some households is provided on a different day of the week than garbage. Service to County residents will continue to be provided on a garbage pick-up day. Service to cities is expected to remain as currently delivered. No service will be provided on Christmas day. All other holidays will be treated as normal collection days.

The collection method is Single Stream, typically using one 65-gallon standard issue wheeled and lidded blue recycling cart with the County logo, but carts may vary in size from house to house ranging from 35 gallons to 95 gallons. The current curbside collection contracts are set to expire March 31, 2023.

Customer Base

Curbside recycling collection services to be provided under this scope are for residential units. The estimated total number of residential units at the end of calendar 2021 are identified below by collection Zone as follows:

	Zone 1	Zone 2	Zone 3
Residential Units Current	116,437	103,627	133,210

Note: Residential units include single-family households and multi-family dwelling units (duplexes, triplexes, and some cluster homes of four or less dwelling units) designated by DSWM for receiving residential collection services.

Historical Tonnage

The table below provides the tonnage of Single Stream recyclable materials collected in the three Zones in FY 2021. Data provided within the table provides only an approximation of the tonnage that might be expected in each Zone. The County makes no guarantees of this tonnage but provides estimations to assist Proposers in their proposals.

Material	Zone 1 (tons)	Zone 2 (tons)	Zone 3 (tons)
Single Stream Recyclables	20,517	18,100	22,934

The composition breakdown of residential curbside recyclable materials in FY 2021 is presented in the following table.

Miami-Dade County Curbside Recycling Program Recyclable Materials Collected in FY 2021 (tons)	
All Papers	30,166
Glass Bottles	5,538
Plastic Bottles	4,922
Ferrous Cans	615
Aluminum Beverage Cans	615
Non-recyclable	19,695
Total	61,551

2.2 Sustainable Procurement Practices

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, and (d) maximize fiscally responsible "high value, high impact" actions.

Additional points in the evaluation will be given for innovative technology in the collection fleet. These may include but not be limited to electric, CNG and hybrid trucks designed to minimize environmental impacts.

2.3 Minimum Qualification Requirements

- The Proposer's or Proposer's approved subcontractor shall provide a copy of its General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code with their proposal or be eligible and obtain one before the start of this proposed contract.

2.4 Services to be Provided

The County seeks qualified Proposer(s) to implement a comprehensive curbside recyclables collection program servicing residential units in the zones defined in [Section 2.1](#). Proposers shall assume total responsibility for all services required, as outlined in this RFP, and shall be the sole point of contact with regard to all project matters. The selected Proposer(s) must adhere to all directives as mandated by the County. Selected Proposer(s) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide collection services as specified herein.

Although this solicitation identifies current service levels/schedules under [Section 2.1](#), this Solicitation requests proposed pricing for two collection schedule options. The County will decide during negotiations the service levels/schedules for each Zone. The County may, at its option, change collection schedules for Zones after contract award by formal written communication at least 12 months in advance.

Scope of Services and Requirements

The County is seeking pricing for two (2) options for the comprehensive, curbside recyclables collection program in each Zone

as outlined in the table below.

Type of Service: Curbside Residential Recyclables Collection	Level of Service
Option 1	Every-other-week (EOW) collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.
Option 2	Weekly collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.

2.5 **General Requirements**

All proposals and pricing must comply with the following general requirements:

- 2.5.1 From the time of placement of residential program recyclables at the curbside, such materials shall become the sole property of Miami-Dade County or its authorized agent. No Proposer shall have the right to keep, process, alter, remove or otherwise sell or dispose of any of the residential program recyclables without specific written authorization from the County.
- 2.5.2 All necessary equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide collection services must be ready to commence by April 1, 2023, or 30 days after issuance of purchase order; whichever occurs later. This shall include the possession of all necessary licenses required to meet all applicable Local, State, and Federal laws.
- 2.5.3 Selected Proposer(s) shall be responsible for safely providing the collection services defined in this RFP and will be required to submit a Safety Plan to the County covering all aspects of operations upon submitting their proposals. The County reserves the right to identify any modifications needed to meet County requirements which the selected Proposer(s) will be required to resolve to the satisfaction of the County.
- 2.5.4 Selected Proposer(s) shall not combine loads of recyclable materials collected under this RFP with those collected from any customer outside of the awarded Zone without prior written approval of the County.
- 2.5.5 Selected Proposer(s) shall not combine loads of recyclable materials collected this RFP with any other materials not designated by the County as residential program recyclable unless directed by the County in writing. This shall include the collection of commercial recyclable materials.
- 2.5.6 Selected Proposer(s) shall reasonably attempt to identify, through visual observation, hopper cameras, or other technology any materials not designated by the County as residential program recyclables (refer to Attachment C for a list of examples) and/or meeting the definition of Contamination. A cart that is found to have contaminated materials by the selected Proposer shall not be serviced and shall follow the requirements provided below in Section 2.11 "Collection Procedures and Route Requirements." Additionally, a cart that has been tagged by the County as contaminated shall not be serviced by the selected Proposer(s).

2.6 **Designated Facility(ies)**

Selected Proposer(s) shall deliver all collected recyclable materials to the address (as yet undetermined) designated by the County during normal business hours, Monday through Friday, and possibly Saturdays, with the exception of observed holidays. The County reserves the right to change designated facility with ninety (90) calendar days written notice. The Processing facilities are located within Miami-Dade County.

2.7 **Vehicle and Equipment Requirements**

Selected Proposer(s) shall purchase and/or lease, operate, maintain and repair all vehicles and equipment necessary to complete the collection services identified in this RFP and perform the contractual duties specified in the subsequent contract. Technical Proposals shall include a listing of vehicles and primary equipment to be proposed for providing services identified in this RFP. Proposers should account for the following vehicle and equipment requirements in their proposals:

- 2.7.1 Collection vehicles utilized shall be new at the commencement of service. Proposals shall be priced according to this term. In the event supply chain issues affect the selected Proposers' ability to secure new fleet prior to commencement of services, the County will incorporate temporary modifications into the final contract provisions and terms.

- 2.7.2 The collection fleet will be entirely dedicated to the delivery of services provided for in this contract and will not be used by the selected Proposer(s) for other purposes.
- 2.7.3 All collection vehicles must comply with applicable U.S. Environmental Protection Agency standards, meet industry standards, be fully licensed and insured.
- 2.7.4 Collection vehicles must be equipped with fully functional Radio-frequency identification (RFID) readers with all necessary employee training completed prior to commencement of services. It is the County's intent to use data collected by RFID readers on residential recycling carts. The County has distributed carts with RFID tags to approximately 20% of curbside customers and will continue the effort to transition more customers through the life of this proposed contract.
- 2.7.5 GPS telematic technology shall be utilized on collection vehicles for monitoring collection routes and must be real-time with constant access provided to the DSWM.
- 2.7.6 Video recording technology for front, side, and hopper views shall be utilized on collection vehicles and video data generated shall be stored (for a minimum of 180 days) and accessible to the County in real or near real time for purposes of verifying service, verifying safe driving, and checking for Contamination.
- 2.7.7 All vehicles and equipment shall be kept clean, safe, and sanitary at all times of service. Vehicle paint shall be maintained. selected Proposer(s) shall wash collection vehicles thoroughly on the outside and sanitize them with a suitable disinfectant and deodorant at a minimum of once per week (or more frequently if deemed necessary by the County).
- 2.7.8 All vehicles and equipment shall be in good repair and be monitored daily to prevent fuel and lubricant leaks or hydraulic oil spills. All spills discovered shall be cleaned up immediately by the selected Proposer(s) and reported in accordance with County ordinances.
- 2.7.9 Prior to use, a tare weight for all collection vehicles will be established by the County and linked directly to a vehicle identification number. At the time the County established the tare weight, the vehicle shall have no less than one-half tank of fuel. At the County's discretion, the tare weight of any collection vehicle may be checked at any time. Any new or replacement vehicles acquired by the selected Proposer(s) shall follow the same process.
- 2.7.10 Upon award, the selected Proposer(s) and County shall approve the list of vehicles and equipment to be utilized by selected Proposer(s). This list shall be in a format approved by the County.

2.8 Cart Service Requirements

The County shall continue to purchase, deploy, and maintain residential recycling carts. Proposers shall identify within their Technical Proposal the methods to be utilized to meet the following requirements:

- 2.8.1 Selected Proposer(s) shall handle all carts in a manner to prevent damage and report any cart in need of service or replacement immediately to the County. All carts shall be thoroughly emptied and returned with lids closed in an upright position to the point where collected, unless conditions warrant otherwise, and placement is approved by the County. Only carts displaying the County logo shall be serviced. Any carts tagged for "no pick-up" by County (or municipality) Code Enforcement personnel shall not be collected. Any carts obviously containing significant contamination (e.g., open lid with lumber or yard trash) shall not be collected. Locations (either addresses or GPS coordinates) of uncollected carts shall be recorded and transmitted to the County daily.
- 2.8.2 Selected Proposer(s) shall immediately clean up any spillage caused during the collection of curbside recyclables from properly set out carts.

2.9 Personnel Requirements

All personnel to be utilized by Proposers for performing services must meet the following:

- 2.9.1 Perform in a safe, proper, and effective manner, abiding by all applicable regulations and holding all licensures and/or certifications required to perform their designated duties.
- 2.9.2 Wear a uniform bearing the company's name/logo that complies with the Safety Plan to be approved prior to commencement of services.
- 2.9.3 Maintain a neat and professional appearance.
- 2.9.4 Maintain a courteous and respectful attitude toward the public and all customers.
- 2.9.5 At no time shall personnel accept gratuities for any reason from residents for performing services required under the resulting contract.

2.10 Routes and Routing

The collection routes will be created and updated as needed as follows:

- 2.10.1 County will provide the selected Proposer(s) a list of all households in the selected Proposer's awarded area in a GIS format (electronically).

- 2.10.2 Selected Proposer(s) will use that data to create routes that meet the requirements of the resulting contract such as operating between designated hours.
- 2.10.3 When final and within 30 to 60 days in advance of program implementation, the selected Proposer(s) will submit the routes (in GIS format) back to the County for approval.
- 2.10.4 Selected Proposer(s) will notify the County of any changes to routes and will similarly transmit such updates to the County 45 days in advance of implementation for approval, allowing DSWM time to notify the homeowner(s) of this change
- 2.10.5 No route changes are permitted without notice to and approval by the County

2.11 Collection Procedures and Route Requirements

Selected Proposers shall account for the following collection procedures and routing requirements:

- 2.11.1 Collection of recyclables shall occur on an existing garbage collection service day unless otherwise specified. The County reserves the right to periodically change garbage days of service, which in turn may require the selected Proposer(s) to adjust its routes to maintain consistency on days of service.
- 2.11.2 Selected Proposer will not collect obviously contaminated carts and will record address or equivalent (precise GPS location) for submission to the County. The County will use the list to reconcile against reports of missed pick-ups (to avoid liquidated damages being imposed) and take appropriate enforcement action. This process will be as automated as possible (e.g., driver snaps photo that contains GPS data and is automatically sent to the Department and 311).
- 2.11.3 In the event of a non-collection due to contamination, the selected Proposer will leave a "Recycling Contamination" Tag or notice (to be provided by the County, sample provided in Attachment C) in a visible location on the cart.
- 2.11.4 Selected Proposer will not collect carts that have been tagged by County (or municipal) Enforcement personnel for non-collection. The County will reconcile its list of tagged carts against reports of missed pick-ups so as to avoid liquidated damages being imposed on the selected Proposer.
- 2.11.5 In the case of closed/lidded containers being collected, the collector has a hopper camera, and the driver will observe the dump action to identify and report addresses or GPS locations with contaminated loads to the County for direct follow-up by County enforcement personnel who will be working to enforce County policy regarding Contamination.
- 2.11.6 The selected Proposer will periodically provide the County with lists of routes it deems to be experiencing higher levels of contamination, for purposes of assisting the County in its efforts to reduce contamination.
- 2.11.7 As a component to the required transition plan, the selected Proposer must provide maps of its proposed routes for County approval and verification that all routes can be completed between the hours of 7am and 5pm (local time).
- 2.11.8 Selected Proposer must maintain a Route Specification Packet that includes complete set of collection route street maps (one route per map), individually numbered in sequence geographically from north to south, inclusive of the entire area serviced by the selected Proposer for curbside collection of recyclable materials, participating municipalities included, at a scale not smaller than 1 inch to 0.075 mile.
- 2.11.9 Each route map shall identify each street, avenue, etc., indicate the day the route is scheduled for collection and the current number of residential units on the route. The selected Proposer shall also provide revised route maps to the Project Manager within 45 days of any change in the routes, including collection schedule. All changes in routes must be approved by the Project Manager before commencement.

2.12 Performance Requirements

- 2.12.1 It is the County's intent to receive all complaints and requests for service related to this collection operation through its 311 Contact Center and transmit these to the selected Proposer(s) within 24 hours of receipt. It is not a requirement of this contract for the selected Proposer(s) to receive any calls directly from the customers. Selected Proposer(s) should direct all calls from any customers to the 311 Contact Center.
- 2.12.2 All service complaints reported to the selected Proposer(s) communicated by the County shall be responded to within twenty-four (24) hours of notification or by the next service day following notification in an appropriate manner. The complaint resolution shall be reported back to the County within an additional twenty-four (24) hours. The selected Proposer(s) may request from the County, and the County may grant, additional time to remedy a complaint when necessary.
- 2.12.3 Failure to complete any program tasks and services in accordance with the specifications and to the satisfaction of the County shall cause the selected Proposer(s) to be subject to administrative fees, as stated in [Section 2.14](#) Performance Guarantees.
- 2.12.4 The repair and/or replacement of damaged property of any kind that can be ascribed to the actions of the selected Proposer(s) or its employees or Subcontractors, the selected Proposer(s) shall be responsible for all costs associated with the repair and/or replacement of the damaged property. Selected Proposer(s) shall immediately notify the County of any complaint involving a customer's claim of damage to private property due to actions of the selected Proposer(s). And shall promptly repair any legitimate damage claim at its sole expense within a period of time as approved by the County.

2.13 Reporting Requirements

Selected Proposer(s) shall provide to the County the following documents and reports in an electronic format approved by the County in a timely and accurate manner. County shall have the right to have the information revised, validated, or provided on a different format at the County's discretion.

2.13.1 Monthly Performance Reports

Monthly Performance Reports shall be submitted to the County within fifteen (15) days after the end of each month, and shall at a minimum include the following:

- Number of missed collections and complaints during the month and in the year-to-date, to include any performance or service challenges.
- Number of non-collection notices placed on customers carts during the month and in the year-to-date.

2.13.2 Quarterly Household Set Out Rate Reports

Quarterly Household Set Out Rate Reports shall be submitted to the County within thirty (30) days after the end of the quarter and should include the set-out rate at the household and route level in order to verify the program participation.

2.13.3 Annual State of Recycling Reports

Annual State of Recycling Reports shall be submitted to the County within thirty (30) days of the annual anniversary from the date of the contract effective date. Reports shall, at a minimum, include the following:

- Annualized information for all items required in the Monthly Performance Reports and Quarterly Household Set Out Rate Reports.
- Current route maps and schedules.
- A complete list of all vehicles and equipment currently utilized including make, type, year, maintenance records, license plate numbers, and Vehicle ID numbers (to include fleet utilized by subcontractors).
- Current Route Specification Packet.
- Implementation of any sustainable, innovative, or green initiatives to minimize environmental impacts from services provided under the contract.

2.14 Performance Guarantees

#	Performance Standard Violation	Performance Guarantees Fees
1	Legitimate Complaints received through 311 Call Center, including Missed Collections, from Residential Customers: 200 – 399 per month 400 – 599 per month 600 – 799 per month 800 – 999 per month 1,000 or more than per month	\$2,000 per month \$5,000 per month \$7,500 per month \$10,000 per month \$20,000 per month
2	Failure to complete each street on a route (including missing whole or partial streets) on the regularly scheduled collection day.	\$500 per street per day
3	Failure to respond to Missed Collections in the timeframe required in the Agreement.	\$100 per household per occurrence for 1 st notification \$250 per household per occurrence for each additional notification
4	Failure to correct chronic problems (chronic shall mean three (3) or more similar Legitimate Complaints at the same Premise within a ninety (90) day period) in any category of service.	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter

#	Performance Standard Violation	Performance Guarantees Fees
5	Failure to resolve a Legitimate Complaint, other than Missed Collection, within twenty-four (24) hours of notification unless otherwise approved by the Contract Administrator.	\$100 per day until complaint is resolved to satisfaction of the County
6	Reporting unresolved Missed Collection or Legitimate Complaint as resolved.	\$500 per occurrence
7	Providing Collection Services outside of the days and hours specified in the Agreement unless otherwise approved by the Contract Administrator.	\$100 per occurrence
8	Collecting carts that have been tagged for non-collection by County (or Municipal) Enforcement Personnel	\$100 per occurrence
9	Collection of any carts that are clearly contaminated	\$50 per occurrence
10	Failure to tag any uncollected (contaminated) carts	\$50 per occurrence
11	Failure to note contamination identified during the dumping process (from Hopper Camera)	\$50 per occurrence
12	Failure to properly notify the Contract Administrator of changes in Residential Collection Service routes or schedules (Section ID)	\$1,000 per occurrence
13	Failure to provide Collection Services to new Customer within seven (7) calendar days of receiving notification.	\$100 per occurrence per day late
14	Failure to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with the same equipment/truck within a twelve (12) month period).	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter
15	Failure to correct chronic personnel problems (chronic shall mean three (3) instances of the same or similar problem with the same individual within a twelve (12) month period).	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter
16	Failure to clean up spilled material from loading and/or transporting.	\$500 per occurrence
17	Mixing of loads of materials as prohibited by the Agreement without prior written approval from the Contract Administrator.	\$5,000 per occurrence
18	Failure to leave a Non-Collection Notice for Customer explaining why material was not collected.	\$100 per occurrence
19	Failure to deliver Recyclables to the Designated Site(s).	\$5,000 per occurrence, plus 125% of tipping fee at Designated Disposal Site per ton delivered elsewhere
20	Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required.	\$100 per day that each report, log, or documentation is late

2.15 Invoice Requirements

Invoices shall specify by line item each cost component as applicable (e.g., processing fee plus revenue sharing, contamination fees and share of audit costs) by Zone. The County may from time-to-time request updates to formats of invoices.

2.16 Possible Future Services

In addition to the services outlined within this Section, the County may seek to add additional recycling collections services to the scope of the resulting contract. They may include, but not be limited to the following: Collecting materials from a drop-off program; Collecting recyclable materials in demonstration or pilot projects; Collecting recyclable materials from multi-residential establishments; Collecting

recyclable materials from public facilities; and, Service level alternatives in low density areas. Any additional services may be added to the Contract by a formal written modification.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee Member.

<u>Technical Criteria</u>	<u>Points</u>
	20
1. Proposer's relevant experience, qualifications, and past performance	
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20
3. Proposer's approach to providing the services requested in this Solicitation	20
4. Proposer's sustainable practices (environmental, social/fair labor standards, and economic)	15
5. Proposer's financial capability	10

<u>Price Criteria</u>	<u>Points</u>
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6. Proposer's proposed price

15

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee (or Review Team) shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee (or Review Team) may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee (or Review Team).

Additionally, pursuant to County Resolution No. R-62-22, the Competitive Selection Committee (or Review Team) shall be provided with all reports and findings (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee (or Review Team) to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee (or Review Team) has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee (or Review Team) to consider if such Reports would change the rankings. If the Competitive Selection Committee (or Review Team) determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee (or Review Team) shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See "Lobbyist Registration Affidavit" regarding registering speakers in the proposal for an oral presentation and/or recorded negotiation meeting or sessions). Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: Sbdcert@miamidade.gov.

The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

OR**A Selection Factor is not applicable to this Solicitation.**

OR

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

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

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Price Evaluation

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

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

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

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

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board.

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present

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

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.9 Contract Award

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

4.10 Rights of Protest

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

5.0 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Supplier Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County **Supplier** Registration Package. For online vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) Insurance Requirements

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

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the selected Proposer(s), if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

- Attachment A – Proposed Zones
- Attachment B – Existing Recycling Zones
- Attachment C – Notices of Contamination

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Additional Forms – Submittal Form, Subcontracting Form, Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*), and Contractor Due Diligence Affidavit
- Form 1 – Price Proposal Schedule

DRAFT FORM OF AGREEMENT

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Contract Title: Curbside Recycling Collection Program
Contract No. EVN0000148

THIS AGREEMENT for the provision of a curbside recycling collection program, made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide curbside recycling collection program services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0000148 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated _____ (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such curbside recycling collection program services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- k) The words "Service" or "Services" to mean the provision of curbside recycling collection program services in accordance with the Scope of Services.
- l) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 45, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0000148 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but

necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the last month of the eight year term. The County, at its sole discretion, may renew this Contract for up to two additional two-year terms. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Attention:
Phone:
E-mail:

and

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Attention:
Phone:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Electronically to: invsup@miamidade.gov

Or by mail at:

Miami-Dade County
ATTN: Finance Shared Services
111 NW 1st Street, Suite 2620
Miami, FL 33128

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$ per occurrence, and \$ in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$ combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$ per occurrence, \$ in the aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been

extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and

agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and

experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.

- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;

- iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the

Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use

thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials,

data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration
The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|--|--|
| <p>1. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
<i>(Section 2-8.1 of the Code of Miami-Dade County)</i></p> <p>2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
<i>(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</i></p> | <p>3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i>
<i>(Section 2-8.1.2(b) of the Code of Miami-Dade County)</i></p> <p>4. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i></p> |
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(Section 2-8.1.5 of the Code of Miami-Dade County)

(Section 448.095, of the Florida State Statutes)

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|---|--|
| <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit</p> | <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. Small Business Enterprises
<i>The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1, 2-8.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</i></p> <p>16. Antitrust Laws
<i>By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</i></p> |
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- b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts

where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 45. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

TO BE NEGOTIATED

APPENDIX B – PRICE SCHEDULE

TO BE NEGOTIATED

PROPOSER INFORMATION

Minimum Qualification Requirements

1. Provide documentation that demonstrates Proposer's ability to satisfy all the preferred minimum qualification requirements. Proposers who do not meet the preferred minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The preferred minimum qualification requirements for this Solicitation are:
 - The Proposer's or Proposer's approved subcontractor shall provide a copy of its General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code with their proposal or be eligible and obtain one before the start of this proposed contract

Proposer's Experience and Past Performance

2. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. The proposing firm shall have a preferred minimum of ten years' experience in the waste and/or recycling collections business in the United States
3. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21.

The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer/key personnel/Subcontractor was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). The proposing firm shall have had a preferred minimum of 3 contracts with local governments for the collection of solid waste and/or recycling that in total provides or has provided curbside collection service to a minimum of 50,000 single-family customers

4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
5. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

Key Personnel and Subcontractors Performing Services

6. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project. Key personnel and management/supervisory staff shall have a preferred minimum of 5 years of experience in solid waste and/or recycling collection operation
7. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors who will be assigned to this project.

8. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of Subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Appendix A – Scope of Services. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.
9. Describe Proposer's plan to ensure collection personnel meets the requirements identified in Section 2.0., including having all necessary licenses required to meet Local, State, and Federal requirements for providing curbside recycling services in Miami-Dade County.

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

Proposer's Capabilities and Approach to Providing the Services

10. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
11. Describe Proposer's specific project plan, methodology, and recommended solutions to be used in providing the services in the Scope of Services (see Section 2.0).
12. Describe Proposer's methods to be utilized to meet the requirements outlined in Section 2.8 Cart Service Requirements.
13. Describe Proposer's specific resources (staffing, vehicles, facilities, etc..) table of organization, policies, plans, procedures and techniques to be used in providing Curbside Recycling Collections Services to the County.
14. Describe Proposer's methods to be utilized to meet the requirements outlined in Section 2.9 Personnel Requirements; to include subcontractors if applicable.
15. Describe Proposer's plan and methodology to notify the County of any changes in Services and describe documents to be used in Customer notification and the collection Route Specification Packet (as stated in Section 2.2).
16. Identify and describe in detail all of the services, equipment, and strategies to be included with the services offered to the County. Including, but not limited to tangible resources that will be used and vehicle- based technology which will be used to perform work on this project.
17. The Proposer shall describe its various management processes that it intends to utilize including but not limited to service delivery monitoring, complaint handling, accident/incident management, collection of route performance data, vehicle breakdowns, and maintenance of routing efficiencies.
18. Describe Proposer's Mobilization and Transition plan and the time frame for each task as a result of this RFP. Identify and describe in detail specific key tasks and duration for each specific task. Describe the Proposer's plan for a local office and a yard to house the equipment and vehicles. Such plan should consider minimizing service disruptions and avoid diminishing the quality of service to County residents.
19. Provide a project schedule identifying specific key tasks and duration.
20. Describe any additional recycling efforts or services in addition to those identified in Section 2.0 that the Proposer is prepared to offer in its proposal in conjunction with the residential curbside recycling program or separately.
21. Provide list and full description of other services the Proposer is willing to perform and supply any associated data and supporting documentation.

22. Describe Proposer's plan to have on hand at all times and in good working order such vehicles and equipment as shall permit the Proposer to adequately and efficiently perform the contractual duties specified in the subsequent Contract and in the requirements identified in Section 2.
23. The Proposer shall describe how it plans to maintain the condition of their equipment as identified in **Section 2.0**. Provide a detailed maintenance program, how and where the vehicles will be serviced, cleaned, housed and maintained. The Proposer shall describe its plan to respond to spills of fluids and damages in accordance with Miami-Dade County ordinances.
24. The Proposer shall provide a list of all new vehicles and equipment proposed to provide all necessary Services, as well as information concerning their condition, mileage, and life expectancy.
25. Discuss Proposer's plan for identification of vehicles and large equipment and cooperation with the County tare weight procedure for residue disposal.
26. Describe information packet Proposer would provide to the County's Project Manager as it pertains to Zones, routes, gates of collection, maps, hours for collection and other related information. The Proposer shall discuss its flexibility in dealing with the County's needs for changes in routes, times, days etc. if necessary.
27. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in **Section 4.8** of the Solicitation.

Proposer's Sustainable Practices

28. Describe in detail Proposer's sustainable business practices, by addressing the three pillars of sustainability: environmental, social, and economic
 - a. Environmental – Consideration of Product Attributes
 - i. Explain how Proposer will perform the Work required in this project by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.
 - ii. Provide Proposer's environmental policies, programs, certifications, in addition to specific requirements
 - iii. Describe in detail, if any, what innovative technology will be utilized in the collection fleet. These may include but not be limited to electric, CNG and hybrid trucks designed to minimize environmental impacts.
 - b. Social/Fair Labor Standards - Contributions to the health, well-being and development of its employees
 - i. Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include
 - ✓ Job classification descriptions of any and all services to be performed;
 - ✓ geographic area within which the services are to be performed, under safe and accessible working conditions
 - ✓ Equitable wage/benefit determination practices
 - ✓ Detailed documentation on employee development and evaluation process
 - c. Economic - Equal access to small, diverse and disadvantaged suppliers
 - i. Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.

Financial Capability

29. Provide information regarding financial strength of the Proposer and the Proposer's ability to provide reasonable working capital for performance of this contract. Proposer shall provide its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable or any other documents that can demonstrate financial strength.

<p>Option 2 - Weekly</p>	<p>Weekly collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.</p>	<p>116,437</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
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Zone 2

Type of Service:										
Curbside Residential Recyclables Collection	Level of Service	Total Households Estimate	Monthly Cost per Household Year 1	Monthly Cost per Household Year 2	Monthly Cost per Household Year 3	Monthly Cost per Household Year 4	Monthly Cost per Household Year 5	Monthly Cost per Household Year 6	Monthly Cost per Household Year 7	Monthly Cost per Household Year 8
Option 1 - Every-other-week	Every-other-week (EOW) collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	103,627	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Option 2 - Weekly	Weekly collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	103,627	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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Zone 3

Type of Service:	Level of Service	Total Households Estimate	Monthly Cost per Household Year 1	Monthly Cost per Household Year 2	Monthly Cost per Household Year 3	Monthly Cost per Household Year 4	Monthly Cost per Household Year 5	Monthly Cost per Household Year 6	Monthly Cost per Household Year 7	Monthly Cost per Household Year 8
Curbside Residential Recyclables Collection										
Option 1 - Every-other-week	Every-other-week (EOW) collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	133,210	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Option 2 - Weekly	Weekly collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	133,210	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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Zone 1

Type of Service:	Level of Service	Total Households Estimate	OTR 1		OTR 2	
			Monthly Cost per Household Year 1	Monthly Cost per Household Year 2	Monthly Cost per Household Year 1	Monthly Cost per Household Year 2
Curbside Residential Recyclables Collection						
Option 1 - Every-other-week	Every-other-week (EOW) collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	116,437	\$ _____	\$ _____	\$ _____	\$ _____

Option 2 - Weekly	Weekly collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	116,437	\$ _____	\$ _____	\$ _____	\$ _____
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Zone 2

			OTR 1		OTR 2	
Type of Service:	Level of Service	Total Households Estimate	Monthly Cost per Household Year 1	Monthly Cost per Household Year 2	Monthly Cost per Household Year 1	Monthly Cost per Household Year 2
Curbside Residential Recyclables Collection						
Option 1 - Every-other-week	Every-other-week (EOW) collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	103,627	\$_____	\$_____	\$_____	\$_____

Option 2 - Weekly	Weekly collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	103,627	\$ _____	\$ _____	\$ _____	\$ _____
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Zone 3

			OTR 1		OTR 2	
Type of Service:	Level of Service	Total Households Estimate	Monthly Cost per Household Year 1	Monthly Cost per Household Year 2	Monthly Cost per Household Year 1	Monthly Cost per Household Year 2
Curbside Residential Recyclables Collection						
Option 1 - Every-other-week	Every-other-week (EOW) collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	133,210	\$_____	\$_____	\$_____	\$_____

Option 2 - Weekly	Weekly collection for all residential units as designated by County. County to purchase, deploy, and maintain customer carts. Sizes include 95-gallon, 65-gallon, and 35-gallon. Collection pickup shall occur on a scheduled garbage collection day.	133,210	\$ _____	\$ _____	\$ _____	\$ _____
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