

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New contract   
  OTR   
  CO   
  SS   
  BW   
  Emergency

Re-Bid   
  Other

LIVING WAGE APPLIES:    YES    NO

Previous Contract/Project No.  
NO PREVIOUS

**Project No:** EVN0000607

**Term of Contract:** 3 Months

**Project Title:** Surfside Infectious Waste Disposal

The purpose of this Solicitation is to establish a contract to purchase loading, hauling, unloading and decontamination of approximately 24,000 lbs of "Infectious Waste" from three (3) Infectious Waste Containers located at the Primary Retaining Site to a Decontamination Site permitted and capable of decontaminating the Infectious Waste. After decontamination is complete, Awarded Bidder must then re-load, haul, unload and properly dispose of Infectious Waste at a Final Disposal Site that is capable of, and willing to accept Infectious Waste. After disposal of Infectious Waste is completed, Awarded Bidder shall decontaminate the Infectious Waste Containers, and then return them to the Primary Retaining Site.

**User Department(s):** Miami-Dade Police Department

**Issuing Department:** Strategic Procurement Department

**Contact Person:** Jason Edelstein

**Phone:** 305-375-4211

**Estimated Cost:** \$24,378.82

**Funding Source:** Federal Funds

**Revenue Generating:** No

**ANALYSIS**

<b>Commodity/Service No: 96239 – Hauling Services</b>			
<b>Trade/Commodity/Service Opportunities</b>			
<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;">                     Contract/Project History of Previous Purchases For Previous Three (3) Years                      Check Here X this is a New Contract/Purchase with no Previous History                 </div>			
	<b>PREVIOUS CONTRACT</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Estimated Value To Date:</b>			
<b>Comments:</b> No comment.			
Continued on another page (s): <u>  </u> Yes <u>  </u> No			

**RECOMMENDATION:**

<b>Basis of Recommendation:</b>

**Signed:** Jason Edelstein

**Date to SBD:** 06/29/23

## SECTION 2

### ADDITIONAL/SPECIAL TERMS AND CONDITIONS

#### 2.1 PURPOSE

The purpose of this Solicitation is to establish a contract to purchase loading, hauling, unloading and decontamination of approximately 24,000 lbs of "Infectious Waste" from three (3) Infectious Waste Containers located at the Primary Retaining Site to a Decontamination Site permitted and capable of decontaminating the Infectious Waste. After decontamination is complete, Awarded Bidder must then re-load, haul, unload and properly dispose of Infectious Waste at a Final Disposal Site that is capable of, and willing to accept Infectious Waste. After disposal of Infectious Waste is completed, Awarded Bidder shall decontaminate the Infectious Waste Containers, and then return them to the Primary Retaining Site.

#### 2.2 DEFINITIONS

- A. Decontamination Site – A properly permitted and licensed industrial autoclave site capable (and willing) to decontaminate Infectious Waste in accordance with applicable local, state and federal laws and standards.
- B. Infectious Waste – waste contaminated with human or animal blood and other bodily fluids (which may be contaminated with bloodborne pathogens), pathological waste in various states of decay such as human tissue, organs or fluids, body parts and other contaminated human and animal carcass material, pulverized bone dust, or tissues contaminated with various pharmaceutical byproducts such as antibiotics and cytotoxic drugs which may have been released during a natural disaster. All Infectious Waste is to be treated in accordance with guidelines set forth in Exhibit 1 – EPA Letter and Exhibit 2 – Asbestos-Containing Waste Materials Hazard Mitigation Points.
- C. Infectious Waste Containers – refers to three (3) 20'x8' metal conex boxes located at the Primary Retaining Site that are filled with Infectious waste.
- D. Final Disposal Site: The properly permitted location capable and willing to accept Infectious Waste from the Primary Retaining Site.
- E. Hauling: refers to the loading, transportation, unloading, and disposal of all Infectious Waste from the Primary Retaining Site, to the Decontamination Site and then after which to the Final Disposal Site.
- F. Loading: refers to the act of putting a load or large amount of Infectious Waste into or onto a heavy-use truck/trailer for the purpose of Hauling and disposing the Infectious Waste to the locations designated by the County.
- G. Loading Ticket(s): refers to the document/ticket provided by the County to properly document the work provided in accordance with FEMA requirements.
- H. Primary Retaining Site: located at 9105 NW 25<sup>th</sup> Street, Doral, FL.
- I. Project Manager: refers to the individual that represents Miami-Dade County and will provide guidance as to the work/equipment needed on a daily basis.
- J. Unloading: refers to the act of removing Infectious Waste from a heavy-use truck/trailer at the location designated by the County, including dumping, lifting and placing by crane or similar equipment, lifting and placing by forklift or similar equipment, and any other method required for

Commented [TJ(1)]: I don't see this used throughout?

Commented [EJ(2R1)]: I linked to the ticketing sections and referenced directly to make more clear.

Commented [CC(3)]: Tetra Tech will have to be present to monitor the disposal.

the appropriate handling of Infectious Waste when conveying to Decontamination Site and Final Disposal Site.

## **2.2 TERM OF CONTRACT**

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the County and shall remain in effect until such time as the goods are delivered and/or services are completed and accepted by the County's authorized representative.

## **2.3 EXCLUDED PROGRAMS DUE TO FEDERAL FUNDING SOURCE**

The use of Federal funds is anticipated in the resultant contract. As such, the following Section 1 General Terms and Conditions provisions **shall not apply to this Invitation to Bid:**

- Article 1.2(H) - Prompt Payment Terms
- Article 1.11 - Local Preference
- Article 1.29 - Office of the Inspector General (*only the cost of the random audits, as specified*)
- Article 1.37 - County User Access Program (UAP)
- Article 1.45 - Small Business Enterprise (SBE) Measures
- Article 1.46 - Local Certified Veteran's Business Enterprise Preference
- Article 1.47 - Application of Preferences
- Article 1.49 - First Source Hiring Referral Program (FSHRP)

## **2.4 FEMA REQUIREMENTS**

The provisions of Section 2.5 below shall supersede and take precedence over any provision of the agreement to the contrary. All provisions of 2 C.F.R. 200.327 and 2 CFR 200 Appendix II are incorporated herein by reference, and the Contractor shall comply with all such provisions as if expressly stated herein, and such incorporated provisions shall take precedence over any provision of this agreement to the contrary, excepting Section 2.5 below.

## **2.5 FEDERAL TERMS AND CONDITIONS**

The following provisions shall be applicable to the Contract:

### **A. BREACHES AND DISPUTE RESOLUTION.**

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall

be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**B. TERMINATION FOR CONVENIENCE.**

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon providing a written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs." "Reasonable costs" shall not include lost profits, loss of opportunity, damage to reputation, or indirect costs of any kind.

**C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE.**

The County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Agreement may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor. The Contractor shall be responsible for all other direct damages incurred by the County arising out of the breach.

**D. EQUAL EMPLOYMENT OPPORTUNITY. (Applicability - Construction Work)**

**During the performance of this contract, the contractor agrees as follows:**

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

**E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT. (18 USC§ 40 U.S.C. 3145). (Applicability: Construction Contracts over \$2,000). These provisions do not apply to this Contract.**

**F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704. (Applicability: Contracts over 100,000 involving employment of mechanics, laborers, and construction work) Compliance with Contract Work Hours and Safety Standards Act**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**Further Compliance with the Contract Work Hours and Safety Standards Act.**

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.**

This provision does not apply to this Contract.

**H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387. (Applicability: Contracts greater than \$150,000)**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Contractor agrees to comply with 40 CFR 61.150(a)(3) which requires asbestos-containing waste material to be adequately wet "at all times after demolition" and to be kept "wet during handling and loading for transport to a disposal site."
- (5) The Contractor agrees to comply with 40 CFR 61.150(b)(1) which requires all asbestos-containing material to be deposited as soon as practicable at a **permitted asbestos landfill**.  
*Request Related to 40 CFR 61.150(a)(3) (Material to be Adequately Wet during Handling and Transport)*

**Federal Water Pollution Action:**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to Miami-Dade County and understands and agrees that Miami-Dade County will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**I. ENERGY CONSERVATION.**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

**J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.**

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and throughout the Contract period. The Contractor also agrees to include a provision requiring such compliance in its lower tier covered transactions.

**K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.**

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to federal awarding agency.

**L. PROCUREMENT OF RECOVERED MATERIALS.**

(Applicability: Contracts over \$10,000)

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/frequent-questions-about-comprehensive-procurement-guideline-cpg-program>

**M. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115- 232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- (c) Exceptions. (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - (i) Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
  - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or sub-recipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

**N. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

It is the intent of Miami-Dade County and the Contractor that this Agreement include and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this Agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this Agreement, and Contractor shall comply with same as if same were expressly included herein.

**O. AFFIRMATIVE SOCIOECONOMIC STEPS: CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).**

Pursuant to C.F.R. 200.321 (g), Miami-Dade County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5)- as listed above to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**P. ACCESS TO RECORDS.** In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide Miami-Dade County, the FEMA Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. The Contractor agrees to retain its books, documents, papers and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:
  - i. If any litigation, claim or audit is started before the expiration of the five (5) year period and Contractor is notified of same, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken;
  - ii. Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and
  - iii. Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with Section W herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of Section W below. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018,

Miami-Dade County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Q. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

**R. DHS SEAL, LOGO, AND FLAGS.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in the any subcontracts.

**S. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**T. NO OBLIGATION BY FEDERAL GOVERNMENT.**

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non- federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

**U. CHANGES.**

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract. All changes to the method, pricing, or schedule of work must be reasonable and the Contractor shall not present any claim which is not allowable or allocable under any FEMA rule, requirement, or standard. The Contractor shall present all full and complete written justifications, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

**V. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT.**

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, FEMA, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of work arising from this Contract.

**W. FLORIDA PUBLIC RECORDS**

**Pursuant to section 119.0701, Florida Statutes:**

- (1) Contractor understands, agrees and acknowledges that this Contract is subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws.
- (2) For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.
- (3) **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, SALOME PETERS AT 305-375-1188, [SALOME.PETERS@MIAMIDADE.GOV](mailto:SALOME.PETERS@MIAMIDADE.GOV), 111 NW 1ST STREET, 21ST FLOOR, MIAMI, FL 33128.**
- (4) Contractor is required to keep and maintain public records required to perform under this Contract and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.
- (5) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the Tenant does not transfer the records to the County.
- (6) Upon completion of the Contract, Contractor shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- (7) If Contractor does not comply with a request for records, it shall be a material breach of this Contract and the County shall have the right to the remedies set forth in this Contract and all other remedies provided by law. In addition, if Contractor fails to provide the public records within a reasonable time, Contractor may be subject to penalties under section [119.10](#), Florida Statutes.
- (8) **USE OF FEDERAL FUNDING**

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

**2.6 METHOD OF AWARD**

Award of this Contract shall be made to the lowest responsive/responsible Bidder who submits a bid on all items and meets the requirement listed in Section 2.8 below.

**2.7 PRICING**

Pricing is to be completed within INFORMS and will be quoted by the pound (lb), with an estimated total quantity of 24,000 lbs. All pricing shall be inclusive of any materials, equipment, labor, fuel, supervision and all items necessary for or incidental to completing the tasks set forth in this Solicitation without any markup or processing fee or surcharge or interest fee of any kind.

**2.8 REQUIREMENTS**

Bidders must meet the following requirements to be considered for award:

**2.8.1** Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing hauling services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) ***different*** references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing hauling and disposal services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

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

**2.8.2** Bidders and their approved subcontractors shall hold a current General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. For General Hauler Permits information visit <https://www.miamidade.gov/solidwaste/generalhauler.asp>. A current copy of the Bidder's or approved subcontractor's General Hauler Permit shall be submitted.

**2.8.3** Bidders shall provide a copy of the valid Class I or Class III current permit in accordance with the requirements of 62-701.520(3) of the Florida Administrative Code for the Final Disposal Site chosen by the Bidder that will be providing services under this Contract.

**2.8.4** Bidders shall provide a letter on company letterhead and/or email from the operator of the Final Disposal Site confirming their ability and willingness to accept up to 24,000 lbs (pounds) of potentially hazardous Infectious Waste which may contain asbestos at their facility. Letter and/or email must include contact information of the operator of the facility in order to verify authenticity.

**2.8.5** Bidders shall provide a copy of the valid and current permit used by the Decontamination Site confirming their ability to lawfully decontaminate and neutralize Infectious Waste according to local, state and federal standards and applicable laws.

**2.8 SMALL BUSINESS ENTERPRISES (SBE)**

There is no SBE measure applied to this procurement due to the funding source.

**2.9 INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold harmless the County, The Town of Surfside, Champlain Tower South Condo Association, Inc, the State of Florida and the Federal Government inclusive of the Federal Emergency Management Agency 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 r from the performance of this Agreement by Contractor or its employees, agents, servants, partners principals or subcontractors. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

Contractor shall furnish to Miami-Dade County, 111 NW 1st Street Suite 2340 Miami FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained.

- A. Worker's compensation insurance as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate to include products/completed operations and XCU. Miami-Dade County, The Town of Surfside & Champlain Towers South Condominium Association must be included as an additional insured CG 2037 or CG 2010 11/85 endorsements
- C. Automobile Liability insurance covering all owned, non-owned and hired vehicles for a minimum of \$1,000,000 combined single limit. Policy must include MCS-90 and CA9948 endorsements
- D. Umbrella or excess liability over underlying coverages A-C for a minimum of \$3,000,000 per occurrence/aggregate.
- E. Contractor's pollution liability in an amount not less than \$1,000,000 each occurrence, \$2,000,000 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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY**

111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128

**2.10 ASBESTOS MITIGATION REQUIREMENTS**

All work undertaken by the Contractor while performing services as otherwise described in Section 3 – Scope of Work/Technical Specifications shall be governed by the guidelines set forth in Exhibit 1 – EPA Letter and Exhibit 2 – Asbestos-Containing Waste Materials Hazard Mitigation Points. Compliance with asbestos mitigation requirements shall be undertaken in coordination with and at the direction of the Project Manager.

**2.11 FEDERAL FORMS ATTACHED**

Bidder(s) shall complete the Byrd Anti-Lobbying Certification Form and Suspension and Debarment Certification form herein attached.

**2.12 Pre-Bid Conference and Site Visit**

It is highly recommended that Bidders attend the Pre-Proposal Conference and Site Visit to become familiar with any conditions which may, in any manner affect the services to be provided. No additional allowances will be made because of lack of knowledge of these conditions. The Pre-Bid Conference and Site Visit has been scheduled as follows:

Pre-Bid Conference and Site Visit will be held on (Eastern Standard/Daylight Time) at the Primary Retaining Site located at 9105 NW 25<sup>th</sup> Street, Doral, FL. 9105 NW 25<sup>th</sup> Street, Doral, FL.

Bidders that wish to attend shall arrive promptly as the meeting will start on time. Bidders are requested to have a copy of the Solicitation handy during the Pre-Proposal Conference and Site Visit. The Cone of Silence is exempted for the purposes of this meeting, allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the Pre-Proposal Conference.

If you need a sign language interpreter or materials in accessible format for this event please contact the following ADA Coordinator.

**Name:** Dena Kelly  
**Email Address:** [dkelly2@mdpd.com](mailto:dkelly2@mdpd.com)  
**Phone Number:** 305-471-1963

### **SECTION 3**

#### **SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

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

The Contractor shall at the direction of the Project Manager perform hauling, loading, unloading, decontamination, and disposal of Infectious Waste. Infectious Waste is inclusive of miscellaneous soft contaminated items and debris which is generally described to contain utensils, clothes, shoes, books, paper products, wood, and textiles of unknown providence which may contain varying levels of Infectious Waste.

Specific tasks to be completed by the Contractor are detailed in items 1-4 listed below:

1. Loading and preparing for Hauling three (3) Infectious Waste Containers at Primary Retaining Site at 9105 NW 25th Street, Doral, FL and transporting them to an approved Decontamination Site to facilitate the decontamination process through the use of an autoclave.
2. Unload containers in a manner consistent with the applicable federal, state and local laws and regulations, and in accordance with Contract provisions.
3. Process all material in Decontamination Site, following which the containers shall be loaded, hauled and disposed of at an approved Class 1 Landfill.
4. Decontaminate and return the (3) now empty Infectious Waste Containers and transport them back to the Primary Retaining Site located at 9105 NW 25th Street, Doral FL.
5. Notify the Project Manager that the scope of work is complete.

Commented [EJ(4)]: Now that the airport site is no longer in use, is this where the containers need to go?

Commented [EJ(5)]: Please review the chain of events here.

##### **3.2 USE OF ELECTRONIC LOAD TICKETS**

No Infectious Waste will be moved from any point (inclusive of Primary Retaining Site) to any destination without a Loading Ticket, electronic barcode, or other approval method first being issued by the County or its designee. In order to gain entry to the Primary Retaining Site, haulers must present the pre-numbered load ticket, electronic barcode, or other approval issued for each load of Infectious Waste removed from the site. Once the pre-numbered load ticket, electronic barcode, or other approval is issued, the Awarded Bidder will be required to drive over a scale to weigh the Infectious Waste. The tonnage will then be added to the pre-numbered load ticket, electronic barcode, or other approval method before being allowed to unload at the Final Disposal Site.

In order to gain entry to the Final Disposal Site, haulers must present the pre-numbered Loading Ticket, electronic barcode, or other approval issued for each load of Infectious Waste removed from the Primary Retaining Site in order to be permitted to unload at the Final Disposal Site.

It shall be the responsibility of the Awarded Bidder to verify that the information contained on each voucher/ticket is accurate.

##### **3.3 DOCUMENTATION**

Time logged performing services and materials expended under this Contract shall be indicated on each pre-numbered Loading Ticket. Prior to commencing hauling operations, the Awarded Bidder shall present to the County's designee all trucks, trailers or other heavy equipment that will be used for hauling of Infectious Waste in order to determine hauling capacity. Acceptance of all documentation shall be subject to verification by the County.

The following procedures are to be followed:

The County loading site inspector will examine all Awarded Bidder trucks leaving locations designated by the County and fill in the necessary information on the pre-numbered Loading Ticket, which includes but is not limited to the following:

- Site Location
- Truck Number
- Vendor Name
- Date
- Time Departed
- Tonnage as indicated on scale
- Driver Signature/ Name

Note: After trucks have been certified, Awarded Bidder shall be prohibited from making any modifications to the truck, unless the truck is re-certified. Failure to comply may result in contract termination.

**3.4 NOTIFICATION AND COMPLETION OF WORK**

The County expects the Awarded Bidder to be available to perform services as needed for the duration of the Contract (per Section 3). The Awarded Bidder shall neither commence any work nor enter an activated work area until a Notice to Proceed (NTP) is issued by the County's designee. Awarded Bidder must meet or exceed the performance requirements outlined in this Contract.

**3.5 RELEASE OF CLAIM REQUIRED**

The Awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the Awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of work completed. The Awarded Bidder must provide the County with duly executed affidavits (subcontractor's statement of satisfaction) or release of claim from all subcontractors and suppliers that have performed any work or supplied any materials for the project as of that date. The affidavit or release shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the Awarded Bidder. In the event that such affidavits cannot be furnished, the Awarded Bidder may submit an executed consent of surety to requisition payment – identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the Awarded Bidder fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

**3.6 ADDITIONAL SERVICES**

Although this solicitation and resultant Contract identifies major services that will be utilized by the County, it is hereby agreed and understood that the County will have the option of adding and removing services/sites from the scope or work or increasing or decreasing frequency of services as needed and when needed should the County determine that continuing to provide this level of service is no longer in the County's best interest. Additional services shall not be authorized except in writing and based on mutually agreed pricing and schedules. All pricing and schedules for additional services shall be reasonable, and Contractor shall,

at the direction of the County, submit full and complete written justifications, including cost or schedule documentation, supporting any pricing or schedule change as a result of any additional services, and shall, if directed by the County, certify any change in pricing or schedule pursuant to the County's False Claims Ordinance, 21-255 et. seq. of the Miami- Dade County Code.

**3.7 WORKSITE LOCATIONS AND WORK HOURS**

**A. Primary Retaining Site**

The Awarded Bidder shall pickup and/or load the Infectious Waste/Infectious Waste Containers from the following location:

9105 NW 25<sup>th</sup> Street, Doral, FL.

**B.** Work Hours will typically be held Monday-Saturday sunrise to sunset, as necessary.

**3.8 VEHICLES, EQUIPMENT, AND PERSONNEL**

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

All vehicles and other equipment must comply with all applicable local, state, and federal rules and regulations.

**a. Hauling Trucks/Trailers**

Prior to commencement of work, the County, or its designee, shall certify all vehicles operated by the Awarded Bidder for capability and safety measurement. The County reserves the right to request the Awarded Bidder remove any vehicle or equipment that is not considered safe to operate, and Awarded Bidder shall comply with any such request immediately.

Trucks that are designated for use under this Contract shall not be used for any other work during the designated work hours of this Contract. Under no circumstances will the Awarded Bidder mix debris hauled for others with Infectious Waste hauled under this Contract.

Vehicles shall meet the following:

1. Infectious Waste shall be reasonably loaded without exceeding the vehicle gross weight rating. Measures must be taken to avoid the Infectious Waste blowing out of the hauling vehicle during transport.
2. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Project Manager.

In addition, all Awarded Bidder's trucks used for collection and hauling of Infectious Waste from the Primary Retaining Site to the County-approved Final Disposal Site may be measured (inside bed measurements) and certified for cubic yard volume by the County and/or designee. The Awarded Bidder shall provide a representative to attest to the certification/measuring process. It is the Awarded Bidder's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Place-cards will be attached to both sides of each certified truck and shall clearly state the

truck measurement in cubic yards, Awarded Bidder name, assigned truck number, and other pertinent information, as determined by the County.

b. Drivers, Operators and Supervisors

The Awarded Bidder is required to provide all drivers/operators for the hauling trucks, all operators for the heavy equipment as well as any safety, foreman, or site supervisors to coordinate heavy equipment and truck movement at all sites.

**3.9 IDENTIFICATION/UNIFORMS AND PPE**

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

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**SECTION 4**

**BID SUBMITTAL REQUIREMENTS**

<b>TO BE COMPLETED BY ALL BIDDERS</b>	
Refer to Paragraph 2.8 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.	
<b>Paragraph Reference</b>	<b>Bidder Requirements</b>
<b>2.8.1</b>	<p>Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing hauling services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) <b><i>different</i></b> references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing hauling and disposal services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.</p> <p>The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the goods/services (Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.</p>
<b>2.8.2</b>	Bidders and their approved subcontractors shall hold a current General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. For General Hauler Permits information visit <a href="https://www.miamidade.gov/solidwaste/generalhauler.asp">https://www.miamidade.gov/solidwaste/generalhauler.asp</a> . A current copy of the Bidder's or approved subcontractor's General Hauler Permit shall be submitted.
<b>2.8.3</b>	Bidders shall provide a copy of the valid Class I or Class III current permit in accordance with the requirements of 62-701.520(3) of the Florida Administrative Code for the Final Disposal Site chosen by the Bidder that will be providing services under this Contract.
<b>2.8.4</b>	Bidders shall provide a letter on company letterhead and/or email from the operator of the Final Disposal Site confirming their ability and willingness to accept up to 24,000 pounds (lbs) of potentially hazardous Infectious Waste at their facility. Letter and/or email must include contact information of the operator of the facility in order to verify authenticity.
<b>2.8.5</b>	Bidders shall provide a copy of the valid and current permit used by the Decontamination Site confirming their ability to lawfully decontaminate and neutralize Infectious Waste according to local, state and federal standards and applicable laws.

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