

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. 6938-2/22-2

Re-Bid   
  Other – \_\_\_\_\_   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: EVN0000638   
 TERM OF CONTRACT 5 YEAR(S) WITH  YEAR(S) OTR

Requisition /Project Title: Garbage Collecyyon & Disposal Services

Description: 
 The purpose of this solicitation is to establish a contract for all operations in connection with the waste collection and legal disposal services at various locations within Miami-Dade County.

Issuing Department: MDAD   
 Contact Person: Caroline Burgos   
 Phone: 3058768065

Estimate Cost/Value: \$6,500,000   
 GENERAL    
 FEDERAL    
 OTHER Proprietary

Funding Source:

### ANALYSIS

<u>Commodity Codes:</u>	<span style="border: 1px solid black; padding: 2px;">91027</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
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.					
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>		
<b>Contractor:</b>	Waste Management				
<b>Small Business Enterprise:</b>					
<b>Contract Value:</b>					
<b>Comments:</b>					
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>				

Basis of Recommendation:

<b>Signed:</b> <span style="border: 1px solid black; padding: 2px;">Natalya VasilyevaWaste</span>	Date sent to SBD: <span style="border: 1px solid black; padding: 2px;">04/27/2023</span>
	Date returned to SPD: <span style="border: 1px solid black; padding: 2px;"></span>

**SECTION 2**

**ADDITIONAL/SPECIAL TERMS AND CONDITIONS**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for all operations in connection with the waste collection and legal disposal services at various locations within Miami-Dade County.

**2.2 TERM OF CONTRACT**

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the County. The Contract shall expire on the last day of the sixtieth (60) month.

**2.3 PRE-BID CONFERENCE AND SITE VISIT (HIGHLY RECOMMENDED)**

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

A pre-bid conference and site visit have been scheduled for the following date:

**A. Pre-Bid Conference and Site Visit Schedule**

Pre-bid conference will take place at the \_\_\_\_\_

<b>Day 1</b>	<b>Meeting Point:</b>	
	<b>Date &amp; Time:</b>	<b>TBD</b>
	<b>Location(s):</b>	

**2.4 METHOD OF AWARD**

Award of this contract will be made to the lowest priced responsive and responsible bidder when all items are added in the aggregate and who meets the qualifications below and all of the technical requirements within Section 3 of this Solicitation. To be considered for award, bidder shall offer prices for all items listed in the solicitation. If a Bidder fails to submit an offer for all items, its overall offer may be rejected.

**2.5 QUALIFICATION CRITERIA**

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

**2.5.1** Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing waste collection and legal disposal 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 waste collection and legal 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 or Bidder's 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 or Bidder's Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.

**2.5.2** At the time of the Bid Submittal, Bidders shall submit a copy of their General Hauler Permit (garbage) issued by the Miami-Dade County

**2.5.3** Bidder shall assign a competent company representative (i.e. Project Manager and/or Supervisor) who is cognizant of industry, knowledgeable and experienced in waste collection and legal disposal services; and is the primary point of contact authorized to discuss matters pertaining to the resultant contract, to provide the County with support and information. The company representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, title, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.

## **2.6 PRICES**

Bidder(s) must submit **Attachment 1 - Bid Submittal Price Form**, preferably in Excel Format.

- If the Bidder is awarded a contract, the quoted prices shall remain fixed for a period of no less than 12 months from the effective date of the contract.
- Bidder's prices shall be deemed to provide full compensation inclusive of labor, materials, mobilization, demobilization, fuel, travel, fees, and any other element of cost or price.
- The County reserves the right to negotiate lower pricing during the contract period based on market conditions or other factors that influence price.
- The Awarded Bidder may offer incentive discounts to the County for any line items at any time during the Contract term, including any extension thereof.
- In accordance with General Terms and Conditions, Section 1.3 Preparation of Bids, alternate bids are NOT allowed.

## **2.7 LIVING WAGE**

Bidders are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as amended by Ordinance [Governing Legislation], will apply to this contract, pursuant to this solicitation. By submitting a bid or executing a contract pursuant to these specifications, the bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. For further details, access the following link: [Miami-Dade County Living Wage](#)

The Living Wage Rate Notice for the current fiscal year can be obtained via the following link: <https://www.miamidade.gov/global/business/smallbusiness/living-wage.page>.

## 2.8 PRICE ADJUSTMENT

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

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

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

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision to the Strategic Procurement Department. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted no later than sixty (60) days prior to expiration of the then current one-year period. The Awarded Bidder's adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the Awarded Bidder in accordance with these requirements, the County will assume that the Awarded Bidder has agreed to waive any pricing adjustment for the next one-year period.

If a requested increase is approved, the County will issue written notification of the effective date of the price adjustment. The County reserves the right to reject any price adjustments submitted by the Awarded Bidder.

- B. The labor portion of the Contractor's prices shall be adjusted commencing Year 2 and each year thereafter based on the percentage change listed in the Living Wage Notice, which is published annually on October 1st. As such, the awarded vendor shall adjust the employees pay rate by the same percentage increase. All adjusted price(s) shall be memorialized by the County in writing through the issuance of a Contract Modification Form.

## 2.9 METHOD OF PAYMENT

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

Miami-Dade County Aviation Department  
PO Box 526624  
Miami, FL 33152-6624  
Attention: Accounts Payable  
OR  
Email to: [payables@miami-airport.com](mailto:payables@miami-airport.com)

The County may at any time designate a different address and/or contact person by giving written notice to the other party. Refer to General Terms and Conditions, Section 1.36 - Invoices, for further requirements

**2.10 SMALL BUSINESS ENTERPRISE CONTRACT MEASURE (pending SBD determination)**

This Solicitation includes a **Bid Preference** contract measure for Miami-Dade County Certified Small Business Enterprises (SBEs). Refer to General Terms and Conditions, Section 1.45 for additional information.

**2.11 INSURANCE REQUIREMENTS (pending MDAD Risk determination)**

Section 1. General Terms and Conditions, Paragraph 1.22, Item A (2), Commercial General Liability is amended to include the following:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \*\$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Pollution Liability insurance, in an amount not less than \$2,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

\*Under no circumstances is the Awarded Bidder allowed on the Airfield Operations Area without increasing automobile liability coverage to \$5,000,000 as approved by MDAD Risk Management.

**2.12 CHANGES IN SERVICES TO AWARDED SITES**

Additions and/or deletions of sites/services shall be memorialized in writing through the issuance of a modification to the contract.

Addition

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

Deletion

During the term of the contract, sites and/or services may be deleted when they are no longer required, upon written notice to the Awarded Bidder.

Should the County decide to delete a service or facility, the awarded bidder shall remove the respective container(s) within fourteen (14) calendar days of the notice. Site conditions around the container shall be left clean and safe as approved by the site manager.

### **2.13. CONTAINER PLACEMENT**

The movement of a container from one location to another location within a site shall not be interpreted as a new site and no additional fees for the move will be charged by the successful bidder. Placement of containers shall be as directed by the County's Site Manager.

### **2.14. POLLUTION CONTROL**

The awarded vendor shall comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Permitting, Environment and Regulatory Affairs Office, 701 NW 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

### **2.15. FEDERAL STANDARDS**

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

### **2.16 COUNTY USER ACCESS PROGRAM (UAP)**

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

### **2.17 ACCESS TO RESTRICTED AREAS**

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

### **2.18 IDENTIFICATION BADGES**

The Awarded Bidder and all employees performing the work on this contract are required to have airport identification badges for accessing some of the Sites on MIA premises. Identification badges must be displayed at all times.

- Each airport has their own badging system, as such the Awarded Bidder must contact each location where services need to be rendered in order to have their assigned badge updated granting access to the Sites located within restricted areas at MIA and the General Aviation Airports (GAA).
- The Awarded Bidder shall be responsible for the return of the identification badges of all personnel transferred or terminated from employment or upon termination of this Contract. The current fee for fingerprinting for Criminal History Records Check (CHRC) is \$38.00 and \$20.00 for the issuance of an identification (ID) badge, for a total charge of \$58.00 per applicant.
- Lost, Stolen, or Unreturned Badges: The Awarded Bidder shall promptly report to MDAD the names of all persons who were employed by the Awarded Bidder from whom they were unable to obtain and return Department-issued ID badges. In the event that an ID badge is not returned, the Awarded Bidder shall refund MDAD established charge for lost or stolen ID badges.

- A replacement ID badge may only be issued if declared in writing that the ID badge has been lost, stolen, or destroyed. A non-refundable fee of \$75.00 will be assessed for the first replacement and \$100.00 for the second replacement within 24 months of original issuance. There will not be a replacement issued for a third time within 24 months of original issuance. The Security Credentialing Section will collect the fee before a replacement ID badge is issued.
- The ID badge is the property of MDAD. The Awarded Bidder must ensure that its personnel immediately return their ID badge to them or the MDAD Credentialing Section at the end of employment or upon receiving notification that their MDAD ID badge is being revoked. The MDAD ID Office will issue a receipt as proof of ID badge return. The Awarded Bidder shall advise its personnel that failure to comply within 24 hours is in direct violation of the Airport Security Program ASP and said personnel can be subject to a potential \$10,000 Civil Penalty Fine assessed by the Transportation Security Administration TSA under title 49 of the Code of Federal Regulations CFR Part 1540.105; 49 USC 46301.

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

## **2.19 TRUST AGREEMENT**

### **Incorporation of Trust Agreement by Reference**

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002 as amended from time to time, by and between among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee (“the Trust Agreement”), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. at all times during the term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

### **Adjustment of Terms and Conditions**

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

## **2.20 FEDERAL AVIATION ADMINISTRATION (FAA) SPECIAL PROVISIONS**

### **A. Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Awarded Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Awarded Bidder") agrees as follows:

1. **Compliance with Regulations:** The Awarded Bidder (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The Awarded Bidder, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Awarded Bidder will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Awarded Bidder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Awarded Bidder of the Awarded Bidder's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Awarded Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Awarded Bidder is in the exclusive possession of another who fails or refuses to furnish the information, the Awarded Bidder will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of an Awarded Bidder's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Awarded Bidder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Awarded Bidder will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Awarded Bidder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Awarded Bidder may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Awarded Bidder may request the United States to enter into the litigation to protect the interests of the United States.
7. **During the performance of this Contract, the Awarded Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Awarded Bidder") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:**
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);



- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex));
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- B.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Awarded Bidder has full responsibility to monitor compliance to the referenced statute or regulation. The Awarded Bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor Wage and Hour Division.
- C.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Awarded Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Awarded Bidder retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Awarded Bidder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor –Occupational Safety and Health Administration.

## **2.21 MIAMI- DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP**

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, the Awarded Bidder shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Awarded Bidder's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Awarded Bidder, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, the Awarded Bidder shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Awarded Bidder shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Awarded Bidder does not elect to terminate this Contract within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

## SECTION 3

### SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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

The purpose of this solicitation is to establish a contract for all operations in connection with the waste collection and legal disposal services at various locations within Miami-Dade County Aviation Department (MDAD). The awarded vendor shall be required to furnish and provide all labor, material, equipment, and supplies necessary to perform the required services stated herein. Prices offered by the successful bidder shall include all rental, pick-up, disposal and collection fees, franchise fees, environmental fees, fuel cost, fuel recovery fees, fuel surcharges, shipping, transportation cost including landfill fees, franchise fees and all other incidental expenses including local, state and federal fees and taxes. **All service timeframes shall be adhered to by the awarded vendor; except in such cases where the service will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the awarded vendor shall notify the County of the delays in advance of the original delivery date (wherever possible) so that a revised service schedule can be appropriately considered by the County.**

The awarded vendor's for containers that are serviced on demand must provide same day service if contacted before noon (12:00PM), if contacted after 12:00PM service must be provided within twenty-four (24) hours of notice including holidays . Recurring and on demand services shall be provided even if the scheduled collection day falls on a holiday, no exceptions. The only time this request will be excused is when "ALL" of the County landfills are closed at once.

#### **3.2 SERVICE REQUIREMENTS**

- The awarded vendor shall supply metal and/or plastic containers designed for the storage of trash and garbage, maintenance of said containers, collection of the refuse, and legal disposal of same.
- The awarded vendor shall comply with the pickup schedules given in the description of the items (Section 4/Bid Submittal Form). Where no specific day or time is given for pickup, it shall be as mutually agreed upon with the site manager. The awarded vendor shall be available for emergency calls or services at all times. The County reserves the right for either AM or PM service. Pickup schedules shall be arranged with the user departments.
- The awarded vendor shall remove graffiti from its containers within three (3) calendar days of notification and insure containers remain in proper operating condition at all times. Type and appearance of the containers must be acceptable to the site manager.
- The awarded vendor must insure that all garbage has been removed from within and around the container, the pick-up location must be left debris free.

#### **3.3 SERVICE LOCATIONS /LEVELS**

The name and address of the County owned facility(s), container size(s) in cu. yd (cubic yards), additional equipment (if required) and the frequency of service are provided in the below:

#	Qty	Description and size specs of the containers	Location	Pickup Frequency	Unit of measure	Annual estimated qty
1	1	Six (6) cu. yd	Tamiami Airport (Landside), Operations Office, 12800 SW 127 <sup>th</sup> Ave	Every week on Wed	per month	52
2	1	Twenty (20) cu. yd		Pickup on demand	per pickup	4
3	1	Six (6) cu. yd	Homestead Airport (landside), 28700 SW 217 Ave	Every week on Wednesdays	per month	52
4	1	Six (6) cu. yd	Opa-Locka Airport (landside), 14300 NW 41 Ave	Every week on Wednesdays	per month	52
5	1	Twenty (20) cu yd.		Pickup on demand	per pickup	8
6	1	Eight (8) cu. yd	Opa-Locka Airport, fire and Crash	on Wednesdays	per month	52

			(Airside) Building107			
7	1	Two (2) cu. yd	Airfield Lighting Vault (Airside)	Every 2 week on Wednesdays	per month	26
8	6	Eight (8) cu. yd	Concourse A (Landside)	2 time per day, seven days per week before 7:00AM and after 5:00PM	per month	730
9	1	Eight (8) cu. yd	Building 5a East Side (Landside)	5 days per week, Mon-Fri	per month	260
10	1	Six (6) cu. yd	Fumigation Lot (Landside)	Every week on Wednesdays	per month	52
11	1	Eight (8) cu. yd	Subcontractor Lot (Landside), Perimeter Road and NW 22 <sup>nd</sup> Street	Two times per week Mon & Thur	per month	104
12	1	Twenty (20) cu. yd	Building 32	Pickup on demand	Per pickup	0
13	1	Eight (8) cu. yd	Building 44 (Flight Academy)	Every week on Wednesdays	per month	52
14	1	Twenty (20) cu. yd	Building 48 (Airside)	Pickup on demand	per pickup	19
15	1	Twenty (20) cu. yd	Building 53 (Airside)	Pickup on demand	per pickup	78
16	1	Twenty (20) cu. yd	Building 60 Loading dock (Landside)	Pickup on demand	per pickup	59
17	1	Forty (40) cu. yd	Building 60/63 (Airside)	Pickup on demand	per pickup	34
18	1	Eight (8) cu. yd	Building 600 Midfield Fire Stations (Airside)	Every week on Wednesdays	per month	52
19	1	Forty (40) cu. yd	Building 700 Bay 9 (Airside)	Pickup on demand	per pickup	22
20	1	Forty (40) cu. yd	Building 700 Bay 16 (Airside)	Pickup on demand	per pickup	0
21	1	Forty (40) cu. yd	Building 701 Bay 4 (Airside)	Pickup on demand	per pickup	0
22	1	Forty (40) cu. yd	Building 701 Bay 11 (Airside)	Pickup on demand	per pickup	14
23	1	Forty (40) cu. yd	Building 702 Bay 3 (Airside)	Pickup on demand	per pickup	51
24	1	Forty (40) cu. yd	Building 702 Bay 15 (Airside)	Pickup on demand	per pickup	18
25	1	Forty (40) cu. yd	Building 702 Bay 10 (Airside)	Pickup on demand	per pickup	28
26	*Location deleted*					
27	1	Forty (40) cu. yd	Building706 Bay 2 (Airside)	Pickup on demand	per pickup	67
28	1	Forty (40) cu. yd	Building 706 Bay 15 (Airside)	Pickup on demand	per pickup	44
29	1	Forty (40) cu. yd	Building 706 bay 26 (Airside)	Pickup on demand	per pickup	139
30	2	Forty (40) cu. yd	Building 707 East and West (Airside)	Pickup on demand	per pickup	123/114
31	1	Forty (40) cu. yd	Building 708 Bay 1 (Airside)	Pickup on demand	per pickup	136
32	1	Forty (40) cu. yd	Building 708 Bay 15 (Airside)	Pickup on demand	per pickup	133
33	2	Forty (40) cu. yd	Building 708 Bay 25 North and South (Airside)	Pickup on demand	per pickup	105/80
34	2	Twenty (20) cu. yd	Building 709 East and West (Airside)	Pickup on demand	per pickup	89/94
35	2	Forty (40) cu. yd	Building 710 North and South (Airside)	Pickup on demand	per pickup	117/136
36	2	Forty (40) cu. yd	Building 711 North and South (Airside)	Pickup on demand	per pickup	47/53
37	2	Forty (40) cu. yd	Building 712 East and West (Airside)	Pickup on demand	per pickup	45/50

38	2	Forty (40) cu. yd	Building 716 East and West (Airside)	Pickup on demand	per pickup	59/22
39	1	Twenty (20) cu. yd	Building 716 Bay 1 (Landside)	Pickup on demand	per pickup	86
40	1	Twenty (20) cu. yd	Building 716 Bay 2 (Landside)	Pickup on demand	per pickup	52
41	1	Twenty (20) cu. yd	Building 716 Bay 3(Landside)	Pickup on demand	per pickup	84
42	1	Twenty (20) cu. yd	Building 716 Bay 4 (Landside)	Pickup on demand	per pickup	85
43	1	Twenty (20) cu. yd	Building 716 Bay 5 (Landside)	Pickup on demand	per pickup	13
44	1	Forty (40) cu. yd	Building 716 Bay 22 (Airside)	Pickup on demand	per pickup	150
45	1	Forty (40) cu. yd	Building 716 Bay 63 (Airside)North	Pickup on demand	per pickup	148
45.1	1	Forty (40) cu. yd	Building 716 Bay 63 (Airside) South	Pickup on demand	per pickup	
46	2	Forty (40) cu. yd	Building 805 bay 18 North and South (Airside)	Pickup on demand	per pickup	59/0
47	2	Three (3) cu. yd container with lid for use with County owned compactor	Building 845 (Landside)	3 times per week (Tue, Thu & Sat)	per month	156
48	1	Tow (2) cu. yd container, to be used with County owned compactor		3 times per week (Tue, Thu & Sat)	per month	156
49	1	Eight (8) cu yd	Building 845 Fire Station (Airside)	Every Wed	per pickup	52
50	1	Two (2) cu yd	Building 1030 GAC (Airside)	Every 2 weeks on Wed	per pickup	26
51	1	Eight (8) cu yd	Building 1054 (Landside)	5 times per week (Mon through Fri)	per month	260
52	1	Eight (8) cu yd	Building 2122 US Customs and Border Patrol (Landside)	5 times per week (Mon through Fri)	per month	260
53	1	Eight (8) cu yd	Building 3010 Taxi Lot (Landside)	7 times per week	per month	365
54	1	Eight (8) cu yd	Building 3030 Loading Dock (Landside)	5 times per week before 7:00AM (Mon through Fri)	per month	260
55	1	Twenty (20) cu yd	Building 3032 Loading Dock (Landside)	Pickup on demand	per pickup	40
56	1	Twenty (20) cu yd	Building 3040 Maintenance Lot (Landside)	Pickup on demand	per pickup	75
57	1	Two (2) cu yd wheeled container	Building 304 Warehouse (Landside)	Every week on Wed	per month	52
58	1	Eight (8) cu yd	Building 3077 (Landside)	Every week on Wed	per month	52
59	2	Twenty (20) cu yd	Building 3097 (Landside)	Pickup on demand	per pickup	101
60	1	Fifteen (15) cu yd container, used for the disposal of concrete. Asphalt, dire, and tree stumps		Pickup on demand	per pickup	84/60
61	1	Four (4) yard container	Miami Intermodal Center (M.I.C.) / MIA 3811 NW 21 <sup>st</sup> Street Miami, FL 33142	Twice (2) per week. Tuesday and Friday	Per month	104
62	1	Thirty (30) yard container	Building 700 Bay 13 (Airside)	Pickup on demand	Per pickup	22
63	1	Ten (10) yard container	Building 3091 (Landside) Loading Dock	Pickup on demand	Per pickup	60
64	6	Eight (8) yard container with wheels	Concourse J (Landside) Loading Dock	Pickup (7) days per week; Twice (2) per day.	Per month	730

### **3.4 GOODS/SERVICES TO BE PROVIDED**

The awarded vendor shall supply metal and/or plastic containers designed for the storage of trash and garbage, maintenance of said containers, collection of the refuse, and legal disposal of same. All debris disposals must be performed in accordance with all Miami-Dade County Health Department Regulations. Below are some of the types of trash and garbage containers currently required by the County:

- 30 to 45 gallon metal or plastic containers. Containers are owned by the resident, retrieved from the sidewalk or shoulder of the road, emptied, and returned to same. Servicing these containers may require the manual emptying of them into the refuse truck.
- 36 and 96 gallon metal or plastic containers. Containers are owned by the successful bidder, retrieved from the sidewalk or shoulder of the road (except item 10.56B) emptied, and returned to same. The servicing of these containers may be done manually or mechanically at the option of the bidder.
- 2 to 8 cubic yard metal containers. Containers may be owned by the successful bidder, retrieved from the location designated by the site manager, emptied, and returned to their designated site. Containers require lids. Servicing of these containers may require a front loading truck.
- 10 to 40 cubic yard metal containers. Containers are owned by the successful bidder, removed from the location designated by the site manager. Replacement container(s) is placed in the designated location. Service of these containers is by roll off truck.
- Waste compactor containers. Containers are owned by the successful bidder, disconnected from the mechanical compactor, loaded onto truck and waste is disposed of. Empty containers may be reattached to the compactor or the same container may be emptied and then returned to the site. Service of these containers is by roll off trucks.
- Special containers. Containers are of various sizes and may require specially adapted lids, have lockable lids or have wheels.

### **3.5 GARBAGE COMPACTORS**

- The awarded vendor may be responsible for providing garbage compactors at certain service sites. The specific sites that require an awarded vendor to provide compactor are clearly identified in Section 3.3. In these cases the County will provide a concrete or asphalt slab and electricity. The successful bidder shall provide, install and maintain a mechanical compactor appropriate for the volume of refuse generated. The size, type and location of the unit will be determined by the County's site manager.
- The compactors shall be as follows: Electrically/hydraulically operated machines and associated bins and containers capable of compressing refuse into a refuse container which can be transported to a landfill and emptied
- Compactors provided by the awarded vendor must receive regular preventive maintenance as required by the equipment manufacturer, inoperable compactors must be repaired/replaced immediately. During any inoperable period, the awarded vendor shall be responsible for providing a container that is appropriate for the disposal of the volume of refuse generated for the duration of repairs to their compactor. The temporary container shall be serviced on demand in accordance with following schedule at no additional cost to the County for the duration of the repairs:
  - Monday thru Friday, between 7:00AM and 5:30 PM within four (4) hours after notification.
  - All other days and hours in the week, within eight (8) hours of being notified.
- County owned compactors are located at some sites (these sites are clearly identified in Section 4) in this

solicitation. These sites shall be provided with the appropriate size and shape container to insure the compactors operation as specified by the compactor manufacturers.

### **3.6 INITIAL DELIVERY OF CONTAINERS**

The awarded vendor will be notified of the sites awarded. There will be a seven day transition period, allowing for the smooth transition from the existing contractor to the 'new' successful bidder at sites affected. It is the responsibility of on the 'new' successful bidder to contact the site manager and arrange for an un-interrupted transition of service.

**SECTION 4**

**BID SUBMITTAL REQUIRED CRITERIA**

TO BE COMPLETED BY ALL BIDDERS	
Refer to Paragraph 2.5 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.	
Paragraph Reference	Bidder Requirements
2.5.1.	<p>Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing the waste collection and legal disposal services to be considered for award. Bidder or Bidder's Subcontractor shall provide three (3) <b><u>different</u></b> references from customers to whom the Bidder has provided or is currently providing the waste collection and legal 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/Subcontractor/Bidder's key personnel has successfully provided the goods/services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.</p> <p><b>Reference Company Name No. 1:</b> <input style="width: 100%;" type="text"/></p> <p>Is reference for the Bidder, Subcontractor, <b>or</b> key personnel: <input style="width: 100%;" type="text"/></p> <p>If <b>Subcontractor</b>, then identify the name of the Subcontractor: <input style="width: 100%;" type="text"/></p> <p>If <b>key personnel</b>, then identify the name of the key personnel: <input style="width: 100%;" type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 1."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p> <p><b>Reference Company Name No. 2:</b> <input style="width: 100%;" type="text"/></p> <p>Is reference for the Bidder, Subcontractor, <b>or</b> key personnel: <input style="width: 100%;" type="text"/></p> <p>If <b>Subcontractor</b>, then identify the name of the Subcontractor: <input style="width: 100%;" type="text"/></p> <p>If <b>key personnel</b>, then identify the name of the key personnel: <input style="width: 100%;" type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 2."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>



	<p><b>Reference Company Name No. 3:</b> <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, <b>or</b> key personnel: <input type="text"/></p> <p>If <b>Subcontractor</b>, then identify the name of the Subcontractor: <input type="text"/></p> <p>If <b>key personnel</b>, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 3."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>	
<p><b>2.5.2.</b></p>	<p>Bidder or Bidder's approved Subcontractor shall have and maintain at all times, a General Hauler Permit (garbage), issued by the Miami-Dade Regulatory and Economic Resources Department, Environmental Resources Management Division. Proof of current permit shall be included with the Bidder's submittal.</p> <p>Permit Number: _____</p> <p>Expiration Date: _____</p>	<p><input type="checkbox"/></p>
<p><b>2.5.3</b></p>	<p>Bidder shall assign a competent representative who is cognizant of industry standards and is authorized to discuss matters pertaining to the resultant Contract and provide the County with support and information. The Bidder's representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant Contract. Bidders are required to provide their authorized representative's name, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.</p> <p>Name of Bidder's Authorized Representative: _____</p> <p>Title of Bidder's Authorized Representative: _____</p> <p>Phone Number: _____</p> <p>E-mail address: _____</p>	