

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. **FB-00836**
Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: **FB-02322**
 TERM OF CONTRACT
Five (5) Years

Requisition /Project Title:
Liquid Waste Handling Services

Description:
The purpose of this solicitation is to establish a contract to provide liquid waste handling services, including pump-out, collection, cleaning, and disposal services for various County Departments on an "as-needed" basis.

Issuing Department: **ISD**
 Contact Person: **Sherman Lewis**
 Phone: **305-375-4435**

Estimate Cost: **\$4,394,370.00**

	GENERAL	FEDERAL	OTHER
	X	X	X (Proprietary Funds; Internal Services Funds; Fire District)

Funding Source:

ANALYSIS

Commodity Codes:
906-80

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

EXISTING
 2ND YEAR
 3RD YEAR

Contractor: _____

Small Business Enterprise: _____

Contract Value: _____

Comments: _____

Continued on another page (s):
 Yes
 No

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE	_____			

Basis of recommendation: _____

Signed: Sherman Lewis

Date sent to SBD: 04/19/2022

Date returned to DPM: _____

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract to provide liquid waste handling services, including pump-out, collection, cleaning, and disposal services for various County Departments on an as-needed basis.

2.2 TERM OF CONTRACT

This Contract shall commence on the first calendar day of the month succeeding approval 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 last month of the five-year term.

2.3 METHOD OF AWARD

Award of this Contract will be made to the lowest priced responsive, responsible bidder who meets the qualifications listed below on a group-by-group basis. To be considered for award of a group, the Bidder shall offer prices for all items within a given group. If a Bidder fails to submit an offer for all items listed within the group, its offer shall be rejected. Bidder may bid on any or all groups.

Groups to be awarded as follows:

- Group 1: Aviation Department
- Group 2: Solid Waste Management Department
- Group 3: Other County Departments (Non-Federally Funded)
- Group 4: Public Housing and Community Development (Federally Funded)
- Group 5: Community Action and Human Services (Federally Funded)

QUALIFICATION CRITERIA FOR ALL GROUPS

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

- 2.3.1 Bidder(s) or Bidder's Subcontractor shall be regularly engaged in the business of providing liquid waste handling services to be considered for award. Bidders or Bidder's subcontractor shall provide three (3) **different** references from customers to whom the Bidder has provided or is currently providing liquid waste handling 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 name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services (Section 4: Bid Submittal-Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required services.

- 2.3.2 Bidder(s) or Bidder's subcontractor shall have and maintain at all times, a Liquid Waste Transporters Operating Permit, 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.

- 2.3.3 Bidder(s) or Bidder's subcontractor must list their equipment in Section 4: Equipment List, to affirm that the Bidder owns, leases, or has access through a subcontractor, to the required gear:

a. ~~-At a minimum or greater than -pump-out truck with 5,000-gallon minimum capacity-~~

~~€~~ A-2,200-gallon tank capacity, 500 ft. of ¾" 3,000/7,500 psi sewer hose, 3 state 0-200", turbo blower. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.

Commented [LS(1)]: Add All Groups to Qualification Criteria

Commented [UN(2)]: Please add language that allows reference substitution from staff per Comm Regalado's ordinance.

Commented [LS(3R2)]: Awaiting on guidance

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~~d-b.~~ A vacuum system with a hydrostatic drive, 180 degree articulating hose reel, handgun. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.

~~e-c.~~ A 5 ft. telescopic boom, vacuum and drive system, and debris body flush out system. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.

~~f-d.~~ A 34 ft., 8" aluminum vacuum tube with clamps; capable of pumping-out heavy mud and debris from pits that could be as deep as 20 ft. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.

~~g-e.~~ An industry standard volume measurement device that is capable of measuring and permanently recording the number of gallons of sewage that is pumped into the tank at intermittent levels. This equipment must be operational at all times when performing pump-out service.

- 2.3.4** Bidder(s) shall assign a competent company representative who is cognizant of industry standards, and is authorized to discuss matters pertaining to the resultant contract, in order 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, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.

Bidders shall submit the specified information and documentation listed above with their Bid as proof of compliance with the requirements of this Solicitation. Failure to provide proof of compliance with the requirements, as specified by the County, may result in the Bid being deemed non-responsive. The County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement, or supply the required information and/or documentation during the evaluation period.

2.4 **PRICES**

- 2.4.1** Groups 1 through 3: The initial contract price resulting from this solicitation shall remain fixed and firm until September 30, 2022. Thereafter, the prices shall be adjusted based on percentage change listed in the Living Wage Notice, which is published annually on October 1st.

For additional information, click on the link below to find the latest Living Wage Notice:

<https://www.miamidade.gov/smallbusiness/living-wage-reports.asp>

As such, the Awarded Bidder(s) shall adjust pay rates to the employees by the same percentage increase.

The Awarded Bidder's prices shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the Awarded Bidder(s) is prohibited.

Hourly rates awarded in Section 4 for all Groups will be paid at a rate of 1.5 times the awarded rate for services rendered outside of Normal Working Hours.

- 2.4.2** Group 4: The initial contract price resulting from this solicitation shall remain fixed through September 30, 2023. Thereafter, the fixed prices shall be adjusted upward in price based on changes in:

Housing and Urban Development (HUD) Maintenance Wage Rate or the State of Florida Minimum Wage, whichever is higher. The HUD Maintenance Wage Rate is typically adjusted every two (2) years and the State of Florida Minimum Wage is set to adjust each year through September 2026. Therefore, the Awarded Bidder shall be granted an increase based on percentage change in either of those rates, whichever is greater.

The Awarded Bidder's prices shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the Awarded Bidder is prohibited.

Hourly rates awarded in Section 4 for all Groups will be paid at a rate of 1.5 times the awarded rate for services rendered outside of Normal Working Hours.

- 2.4.3 Group 5: The initial contract price resulting from this solicitation shall remain fixed through September 30, 2022. Thereafter, the fixed prices may be adjusted upward in price based on changes in:

State of Florida Minimum Wage. The State of Florida Minimum Wage is set to adjust each year through September 2026. Therefore, the Awarded Bidder shall be granted an increase based on percentage change in the wage rate.

The Awarded Bidder's prices shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the Awarded Bidder is prohibited.

Hourly rates awarded in Section 4 for all Groups will be paid at a rate of 1.5 times the awarded rate for services rendered outside of Normal Working Hours.

2.5 **WORK ACCEPTANCE**

All work may be inspected by the County. The inspection will be performed to determine acceptance of work, appropriate invoicing and/or warranty conditions.

2.6 **LEGAL REQUIREMENT FOR POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade County Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by Proposer's through the Department of Regulatory and Economic Resources, located at 701 NW 1 Court, Miami, Florida 33130, Telephone (305) 372-6789.

2.7 **OMISSION FROM THE SPECIFICATIONS**

The apparent silence of this solicitation and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.8 **RESPONSE TIMES**

The Awarded Bidder(s) shall provide 24 hours, 7 days a week liquid waste handling services on an as-needed basis for Miami-Dade County. Response time shall be within two (2) hours upon a verbal or written notification by the County. Response time is defined as the time from acknowledged notification to arrival on-site. Failure to respond within the specified time will be in contractual default.

2.9 **NORMAL WORKING HOURS OF OPERATION**

Services shall typically be performed Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. (local time); except when such work is deemed an emergency by the County and/or deemed necessary and prior permission to do such work is secured from the County Department representative. All travel time expenses shall be borne by the Awarded Bidder(s) and will not be reimbursed by the County. Awarded Bidder(s) shall be prepared to meet the response time identified in Section 2.8, 24 hours per day, 7 days per week.

The Awarded Bidder(s) will coordinate directly with the County Project Manager(s) in scheduling all liquid waste handling services. The hourly rate for Water Jetting and Stand-By Pump-Out Truck services shall be paid from the time the vendor's personnel and equipment arrive to the requested site.

2.10 **NOTIFICATION TO BEGIN WORK**

The Awarded Bidder(s) shall neither commence any work, nor enter a County work premise, until a purchase order directing the Awarded Bidder(s) to proceed with service has been received from any authorized County representative.

2.11 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in this solicitation, the Awarded Bidder(s) shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified by the County, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to County inspection and approval.

2.12 REQUIREMENT FOR SERVICES FOR FEDERALLY FUNDED AGENCIES (GROUP 4 AND 5)

These Departments are Federally funded and therefore, some requirements listed in Section 1 do not apply and other requirements in Section 1 only apply to these Departments. Bidder(s) shall fully read Section 1 General Terms and Conditions and understand these requirements before bidding.

2.12.1 PHCD Section 3 Requirements (Group 4 only)

This contract is a Section 3 covered PHCD activity. Section 3 requires that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible and consistent with Federal, State, and local laws and regulations, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

All bidders (Section 3 and non-Section 3) should submit all the required forms listed in Attachment 2 (attached) Section G (Required Documents for Submission) of this document at the time of proposal submittal date and post-award including Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", or upon request from the County. This Plan is the contractor's certification that he or she will (a) take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (b) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, (applicable to all firms who submit proposals for PHCD work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards. The Section 3 bidders must submit a completed Public Housing and Community Development (PHCD) Section 03 Economic Opportunity and Affirmative Marketing Plan.

2.12.2 PHCD U.S. Department of Housing and Urban Development Forms Required (Group 4 only)

This contract is subject to U.S. Department of Housing and Urban Development requirements for Contracts for Public and Indian Housing programs. Attachment 3 includes forms HUD-5369, HUD-5369-B, HUD-5369-C, and HUD-5370-C. These forms include instructions, as well as terms and conditions which are applicable to this project. Additionally Bidders shall submit form HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract at time of bid submittal or upon request from the County.

These forms are applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the Awarded Bidder.

2.13 PURCHASE OF OTHER SERVICES

While the County has listed all major services within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional similar services that must be added to the contract after award. Under these circumstances, a County representative from the Internal Services Department, strategic Procurement Division may solicit the Awarded Bidder(s) and obtain a price quote for the similar services. Should the pricing be determined to be fair and reasonable, the County may add the services to the contract through a formal written modification.

2.14 INSURANCE REQUIREMENTS (GROUP 2 – 5)

The following insurance requirements supersede the requirements in Paragraph 1.22A of the General Terms and Conditions. The following shall apply to Groups 2-5.

The Awarded Bidder(s) shall furnish or shall cause it's subcontractor's to furnish to the Vendor Outreach, Compliance and Support Team of SPD, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- 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, not to exclude Products and Completed Operations. **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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy must include CA 9948 endorsement.
- D. Pollution Liability insurance, in an amount not less than \$1,000,000 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.

2.15 **INSURANCE REQUIREMENTS (GROUP 1)**

The following insurance requirements supersede the requirements in Paragraph 1.22A of the General Terms and Conditions. The following shall apply to Group 1.

The Awarded Bidder shall furnish or shall cause it's subcontractor's to furnish to the Vendor Outreach, Compliance and Support Team of SPD, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- 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, not to exclude Products and Completed Operations. **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. Policy must include CA 9948 endorsement.

***Under no circumstances are Awarded Bidders permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

- D. Pollution Liability insurance, in an amount not less than \$1,000,000 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.

2.16 **2026 WORLD CUP (GROUP 1)**

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, Contractor 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 Contractor'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 Contractor, 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, Contractor 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 Contractor 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 Contract 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.

2.17 **SMALL BUSINESS MEASURES**

Groups 1 - 3: A Small Business Enterprise Bid Preference will apply.
Group 4 and 5: No Small Business Enterprise Measure applies due to the funding source.

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2.18 **WAGE REQUIREMENTS**

MIAMI-DADE COUNTY LIVING WAGES (GROUPS 1-3)

If the total contract value, per year, exceeds \$100,000 the provisions of Sections 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance (Governing Legislation), will apply. A copy of this Code Section may be obtained at www.miamidade.gov. A copy of the Administrative Order may be obtained online at <http://miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-30.pdf>

HUD MAINTENANCE WAGE RATE (GROUP 4)

In accordance with the United States Department of Housing and Urban Development, Office of Labor Relations, a minimum wage rate has been set and is applicable to this group. Awarded Bidder shall pay a minimum hourly rate to its employees based on the HUD Maintenance Wage Rate or the State of Florida Minimum Wage, whichever is higher.

WAGE RATE DETERMINATION (GROUP 5)

The State of Florida Minimum Wage rate is applicable to this group.

2.19 **FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS (GROUP 1)**

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: The Contractor (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 Agreement.
2. Non-discrimination: The Contractor, 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 contractor 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 Attachment 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 Contractor 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 Contractor of the Contractor'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 Contractor 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 a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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 a Contractor'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 Agreement until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract 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 Contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- i. 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);
- ii. 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);
- iii. 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);
- iv. 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;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. 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);
- vii. 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, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- viii. 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;
- ix. 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);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;

xi. 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);

xii. 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).

- a) 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 Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- b) 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

2.20 SPECIAL REQUIREMENTS FOR SERVICES AT MDAD (GROUP 1)

A. SECURITY PROCEDURES

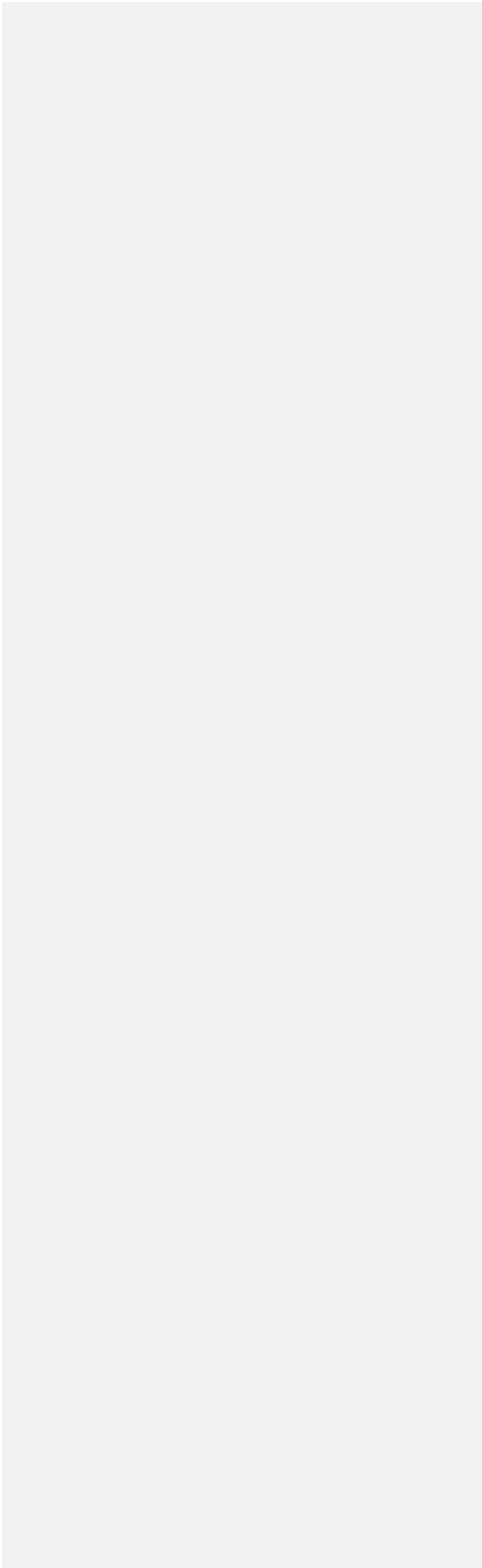
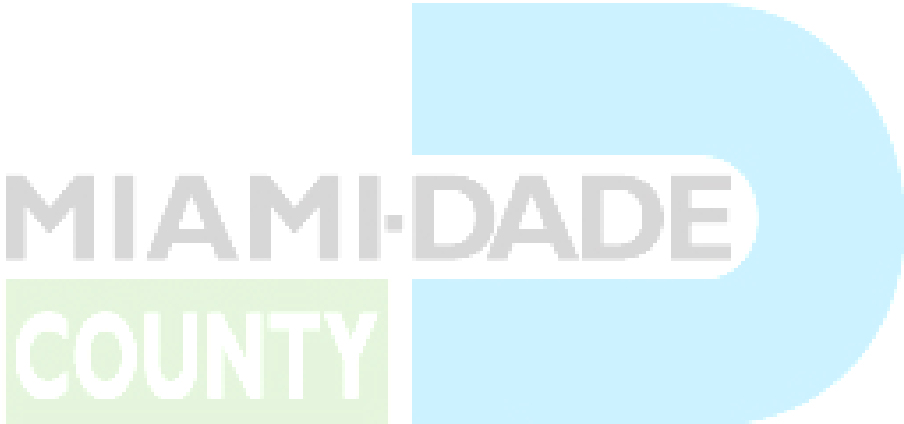
Awarded Bidder or subcontractors requiring access within the Security Identification Display Area (SIDA), Secured, Sterile, Airside Operations Area (AOA) and Customs and Boarder Protection (CBP) areas are required to obtain Miami Dade Aviation Department (MDAD) and (CBP) identification badges to be worn at all times while within these areas. A security threat assessment is required at no fee, the applicant information will be provided to the Transportation Security Administration (TSA) by MDAD for approval before an applicant can be issued the ID.

Awarded Bidder shall apply for identification badges through MDAD Security Operations Division (305) 876-7188.

Awarded Bidder at its soles expense shall be responsible for requesting from MDAD the identification card for all employees and personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Proposer or Airport assignment and upon termination of the Agreement. The Awarded Bidder shall promptly report to the MDAD the names of all person who were employed by the Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by the Awarded Bidder, the Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require the Contractor to conduct and/or permit MDAD to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges.

In addition, the Contractor must also provide local U.S. Customs and Border Protection (CBP) officials with required information for all vendor personnel that will work on-site for background checks before access to CBP areas will be granted. This information must be submitted at least one month before installation Work is scheduled to begin. All key personnel (including key personnel of subcontractors) working on this project need to be badged before Work commences. Badges must be displayed at all times. The fee for ID badges/background checks is approximately \$58.00 per individual biannually.

Approval for the issuance of MDAD ID badges will not be granted until the Contractor complies with all MDAD, TSA, and CBP requirements. The Awarded Bidder must ensure that there are sufficient badges available for the employees at all times to perform the required maintenance. Failure to comply may result in immediate termination of this contract.



SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This contract is for liquid waste handling services. The Awarded Bidder(s) will provide all labor, equipment, tools and incidentals to efficiently and properly handle liquid waste, including pump-outs, collection, cleaning, and disposal services. The Awarded Bidder(s) will be responsible for pumping out all trap contents (i.e. grease, water and solids), scraping and pressure washing trap walls, water jetting influent lines up to 120' linear feet, and transporting and disposing of liquid waste, on an as-needed basis. All required equipment pertaining to this solicitation is the Awarded Bidder(s) responsibility for accountability, up keep, serviceability, and operation. Any equipment identified as missing, not up-kept properly, unserviceable, and nonoperational will be considered a contractual default.

3.2 LIQUID WASTE

"Liquid waste shall mean sludge resulting from, but not limited to, a waste treatment works, air pollution control facility, domestic, commercial, mining, institutional, agricultural, or governmental operations; or other waste materials, including materials to be recycled or otherwise beneficially reused; or septic tank, grease trap, sediment trap, portable toilet, or oil and grease separator pump-outs; or solvents, sewage, industrial waste, hazardous waste, semisolid waste, or potentially infectious waste; or any similar materials which would cause a nuisance or would otherwise cause a violation of this chapter if discharged to the ground or waters of Miami-Dade County" – Miami-Dade County Environmental Protection Ordinance, Chapter 24 of the Code of Ordinances of Miami-Dade County.

3.3 REPORTS

Awarded Bidder(s) shall submit to a County representative a report noting the following after each service:

- 3.3.1 The location
- 3.3.2 Type of service
- 3.3.3 Separator number (if any)
- 3.3.4 Number of gallons pumped
- 3.3.5 Water-jetting hours
- 3.3.6 Any abnormal conditions or areas in need of repair

3.4 PER GALLON PRICES

Bidders must quote an all-inclusive price for all liquid waste handling and disposal services based on the number of gallons pumped-out. All related tasks, except water jetting, such as collecting, cleaning (including trap washing, pressure cleaning, removing solids, and build-up, and truck cleaning) and mobilization, shall be included in the price per pumped-out gallon. The County does not guarantee any minimum number of gallons per request.

3.5 WATER JETTING

Awarded Bidder(s) shall use industry standard water jetting equipment, (a high-pressure stream of water generated by a waterjet), as needed, to clean influent lines, traps, trenches, and drain lines. Bidders must quote an all-inclusive hourly rate for all water jetting services. The County does not guarantee any minimum number of hours per request.

3.6 EQUIPMENT

The equipment to be utilized in servicing this contract, as delineated in Section 2.4.3, shall be designed exclusively for the purpose intended, and shall be properly licensed and permitted. The Awarded Bidder's truck shall be equipped with an industry standard volume measurement device that is capable of measuring and permanently recording the number of gallons of sewage that is pumped into the tank at intermittent levels. The Awarded Bidder(s) shall provide a ticket showing the total number of gallons pumped with an authorized Miami-Dade County representative at the service site.

3.7 DISPOSAL OF WASTES

It is unlawful to dispose or discharge any liquid waste into a sanitary sewer, manhole, storm sewer catch basin, drywall, soakage pit, or ground surface. The Awarded Bidder(s) under contractual obligation to Miami-Dade County shall dispose of pump-outs at any of the Sewage Treatment Plants located in Miami-Dade County or at a Resource Recovery and Management Facility, approved to receive liquid wastes by the Miami-Dade County ~~or at a Resource Recovery and Management Facility and~~ approved to receive liquid wastes by the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management. All accidental spillage,

leakage or other discharge of liquid wastes occurring anywhere within Miami-Dade County boundaries shall be reported immediately to the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management.

3.8 STAND-BY PUMP-OUT TRUCK

The Awarded Bidder(s) will provide an hourly rate for a manned pump-out truck (45,000 gallon minimum capacity) to stand-by, ready to pick-up accidental spillage, while County crews perform certain repairs. Should there be accidental spillage during County work, the County shall also pay the all-inclusive, per gallon price quoted for the applicable group. The County does not guarantee any minimum number of hours per request.

3.9 ADDITIONAL REQUIREMENTS FOR GROUP 2

The Solid Waste Management Department (SWM) requires to have available services of a commercial truck unit capable of pumping out heavy mud and debris from all the Garbage and Trash Transfer Stations, Trash and Recycling Centers (TRC's), Truck Washing Sites, and Landfill sites of SWM. These services must be included in the per gallon priced offered for Group 2. The job may include the following:

- 3.9.1 Removal of grates covering trenches at all sites
- 3.9.2 Pumping-out mud in the trenches at all sites
- 3.9.3 Jetting the pipes from the trenches to the manhole at the end of the line; and pumping out and pressure cleaning the manhole at the end of the line at all sites.
- 3.9.4 At the West Transfer Station, the drain lines end in the sump pit inside the buildings. This sump pit has to be pumped clean of mud and debris and jet cleaned with the pressure hose. The 4" lines from the sump pit to the outside line may have to be jet cleaned occasionally. Also, work may include the jet cleaning of the storm water 16" line around the perimeter of the Station.
- 3.9.5 At the Northeast Transfer Station there are two (2) pits (in the lift station) at the end of the line. The lines from this Lift Station to the sewer manholes have to be jet cleaned occasionally.
- 3.9.6 All Landfills work will include pumping-out leachate that may show up in the swales, and jetting and cleaning drain lines from manholes to manhole, in addition to work listed above. The South Dade Landfill work may include cleaning the Water and Sewer Department (WASD) groundwater line.
- 3.9.7 The Resource Recovery Landfill work may include cleaning the French Drain on the four manholes located at 6990 NW 97th Avenue by the entrance to the plant, and the cleaning of the Leachate intercept or manhole inside the NW 58th Street closed landfill.
- 3.9.8 Work of similar nature at the different sites as required.

**SECTION 4
BID SUBMITTAL REQUIRED CRITERIA**

TO BE COMPLETED BY ALL BIDDERS	
Refer to Paragraph 2.3 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.	
Paragraph Reference	Bidder Requirements
2.3.1	<p>Bidder(s) or Bidder's Subcontractor shall be regularly engaged in the business of providing liquid waste handling services to be considered for award. Bidders or Bidder's subcontractor shall provide three (3) different references from customers to whom the Bidder has provided or is currently providing liquid waste handling 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 name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services (Section 4: Bid Submittal-Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required services.</p> <p>Reference Company Name No. 1: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, 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 1."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p> <p>Reference Company Name No. 2: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, 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 2."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p> <p>Reference Company Name No. 3: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, 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>

Commented [UN(5)]: Please add language that allows reference substitution from staff per Comm Regalado's ordinance.

Commented [LS(6R5)]: Awaiting on guidance

