

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

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. **R-786-15**  
Contract  
 Re-Bid   
  Other   
 LIVING WAGE APPLIES:   
 YES   
 NO

Requisition No./Project No.: **ROAV2000027**  
**FB-01679**   
 TERM OF CONTRACT **5 years**

Requisition /Project Title: **International Waste Hauling and Disposal**

Description: The County is seeking to procure hauling and disposal of International Waste services from certain sites at the County's Airport System.

Issuing Department: **AV**   
 Contact Person: **Tiondra Wright**   
 Phone: **305-876-8482**

Estimate Cost: **\$10,411,756**   
 GENERAL FEDERAL OTHER  
 Funding Source: **EA101-AV1434-722121-11**

**ANALYSIS**

Commodity Codes: **95896**    **96239**    **96871**

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

**EXISTING**                     
  **2<sup>ND</sup> YEAR**                     
  **3<sup>RD</sup> YEAR**

Contractor: [Redacted]

Small Business Enterprise: [Redacted]

Contract Value: [Redacted]

Comments: [Redacted]

Continued on another page (s):     Yes     No

**RECOMMENDATIONS**

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

Basis of recommendation: [Redacted]

Signed: **Phillip Rincon**   
 Date sent to SBD: **03/29/2021**

Date returned to DPM: [Redacted]

## SECTION 2

### SPECIAL TERMS AND CONDITIONS

#### **2.1** PURPOSE

The purpose of this Solicitation is to establish a Contract for the hauling and disposal of garbage regulated by the United States Department of Agriculture, Animal and Plant Health Inspection Service. The Awarded Bidder will be required to provide all equipment, labor, permits, compliance agreements, appropriate containers and compactors, scheduled and non-scheduled pick-up and disposal services, as requested by the County.

#### **2.2** DEFINITIONS

- A. **AOA** – shall mean Air Operations Area.
- B. **APHIS** – shall mean Animal and Plant Health Inspection Service.
- C. **CBP** – shall mean United States Customs and Border Protection.
- D. **Compliance Agreement** – shall mean a signed, written, legal agreement issued by CBP or APHIS PPQ personnel to facilities that have been approved by APHIS to handle Regulated Garbage. A Compliance Agreement consists of PPQ Form 519 *Compliance Agreement* and all of the required addenda, including the company operating procedures. Compliance Agreements (and addenda) are additionally required to formalize agreements with caterers, garbage haulers, garbage processors, and other entities responsible for handling or processing regulated garbage.
- E. **GAA** – shall mean General Aviation Airport.
- F. **GAC** – shall mean General Aviation Center.
- G. **MDAD** – shall mean Miami-Dade Aviation Department.
- H. **MIA** – shall mean Miami International Airport.
- I. **International Waste** or **Regulated Garbage** – shall mean all waste materials derived in whole or in part from fruits, vegetables, meats, or other plant or animal material and other refuse of any character whatsoever that has been associated with any material that has been generated on-board, or removed from, by any means of conveyance of an international aircraft.
- J. **PPQ** – shall mean Plant Protection and Quarantine.
- K. **USDA** – shall mean the United States Department of Agriculture.

#### **2.3** TERM OF CONTRACT

The Contract shall commence succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The Contract shall expire on the last day of the five-year (5) term.

#### **2.4** METHOD OF AWARD

Award of this Contract will be made to the lowest priced responsive, responsible Bidder in the aggregate, who meets the Bidder requirements listed below. If a Bidder fails to submit an offer on all items, its overall offer may be deemed non-responsive.

### **BIDDER REQUIREMENTS**

- A. Bidders are required to demonstrate that their firm has experience providing hauling and disposal of USDA APHIS regulated garbage, as described throughout this solicitation. Bidders shall provide three (3) references, which shall include description of services provided, dates of service, and client contact information (contact name, phone number and email address).
- B. Bidders shall provide a copy of their Department of Solid Waste Management General Hauler Permit, with the bid submittal.
- C. Bidders shall submit the following documentation with their bid submittal:
  - 1. A valid Compliance Agreement issued by CBP or APHIS Plant Protection and Quarantine personnel for handling / processing Regulated Garbage.
  - 2. Written documentation confirming the right and ability to dispose of USDA APHIS Regulated Garbage, at both a primary and backup disposal facility. Written documentation shall confirm that the Bidder has the right and ability to dispose of at least 7,000 tons per year of USDA APHIS Regulated Garbage, regardless of disposal facility.
  - 3. Supporting documentation, such as manufacturer product information sheets or a letter from the manufacturer, for the compactors (in accordance with 2.9 – Equal Product) and containers offered by the Bidder, is required to allow the County to evaluate and verify that the Bidder's offered compactors and containers meet the technical specifications as listed in Section 3.
  - 4. The name of the proposed Project Manager and/or Supervisor, along with their contact information. This shall be the individual in the entity who is experienced in providing the listed services and who will serve as the primary point of contact for the County. The Project Manager and/or Supervisor shall have full authority to act on behalf of the Bidder on all matters related to the Services outlined throughout this Solicitation.

Bidder(s) shall submit the specified information listed above with the bid submittal as proof of compliance to the requirements of this Solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidder(s) to complete, supplement or supply the required information during the evaluation period.

## **2.5 PRICES**

The initial Contract prices resulting from this Solicitation shall prevail for no less than twelve (12) months from the Contract's initial effective date.

The County may consider annual price adjustments, which shall begin on the second year of the Contract term. Price adjustments shall be calculated by using the nearest month having a posted twelve (12) month percentage change in the index, to when the request was made by the Awarded Bidder. Adjustments may be upward or downward, but shall not be in excess of the Consumer Price Index (CPI) below.

**Consumer Price Index Serial Title: Other goods and services in U.S. city average, all urban consumers, not seasonally adjusted**

- **Series ID:** CUUR0000SAG, as published, updated, or replaced by the U.S. Department of Labor, Bureau of Labor Statistics
- **Seasonality:** Not Seasonally Adjusted
- **Survey Name:** CPI for All Urban Consumers
- **Measure Data Type:** Other goods and services
- **Area:** U.S. city average
- **Item:** Other goods and services

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. The request for adjustment must be submitted ninety (90) days prior to the last day of the anniversary contract period for any adjustment to be considered. Any adjustment received with less than ninety (90) days in the current contract period may not be considered. If no adjustment request is received from the Awarded Bidder, the County will assume that the Awarded Bidder has agreed that the next year term will be without any price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price.

**2.6 INSURANCE**

The following clause replaces the insurance requirements listed on Section 1.22, Paragraph A, as follows:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440. Failure to maintain such insurance throughout the term of the Contract shall be a cause for debarment under Section 10-38 of the Code of Miami-Dade County.
2. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Policy must be endorsed to include Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Policy must include MCS-90 endorsement.
4. 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.

\*Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.

**2.7 PRE-BID CONFERENCE AND SITE VISIT**

It is highly recommended that Bidders attend the pre-bid conference and site visit and become familiar with any conditions which may in any manner, affect the Services to be completed or affect the equipment, materials and labor required prior to submitting a Bid. No additional allowances will be made because of Bidder's lack of knowledge of these conditions.

The pre-bid conference and site visit will be held on Tuesday April 06, 2021 at 9:30 am (EST). The meeting point will be 4200 NW 36<sup>th</sup> Street, Building 5A, 4<sup>th</sup> floor, Conference Rm. F, Miami, FL 33166. This is a public meeting and multiple members of distinct community councils may be present.

This meeting is permissible under the Cone of Silence. Therefore, Miami-Dade County representatives will be available to answer questions concerning this Solicitation.

Bidders shall provide their own transportation and arrive promptly as the meeting will start on time. Bidders are requested to bring a copy of the Solicitation to the site visit, as additional copies will not be available. Site visits are restricted to two (2) representatives per Bidder. Transportation on the AOA side will be provided by MDAD.

To receive approval to attend the site visit, each attendee must send an email to [Phillip.Rincon@miamidade.gov](mailto:Phillip.Rincon@miamidade.gov) by April 1, 2020, with the following information:

1. Company Name
2. The Attendee's
  - a. Name
  - b. Driver's License Number
  - c. Last 4 Digits of Social Security Number
  - d. Email address and phone number

The specific rules that need to be followed during the site visit will be provided via email to the approved requestors 24 hours prior to the day of the site visit. All approved attendees will be required to abide by the most recent Miami-Dade County Emergency Order (EO) issued by the Mayor. Attendees are strongly encouraged to visit the following website to avoid being turned away: <https://www.miamidade.gov/global/initiatives/coronavirus/emergency-orders.page>.

## **2.8 ADDITION AND DELETION OF SITES AND ADDITIONAL SERVICES**

Although Section 3 – Technical Specifications identifies specific sites for the hauling and disposal of Regulated Garbage, the County reserves the right to add or delete sites, and request additional similar services at new sites during the Contract term. The County will provide the Awarded Bidder with at least a thirty (30) days' notice prior to any deletion of a site.

Additional MIA sites shall be priced at the current MIA site rate per pound, and additional GAA sites shall be priced at the current GAA site rate per pick-up. The County reserves the right to contract the additional services with the Awarded Bidder or obtain the services through a separate solicitation.

## **2.9 EQUAL PRODUCT**

The manufacturer's name of the current compactors at MIA sites contained in this Solicitation is being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's compactor of equal material and construction.

If an "equal" product may be considered by the County, the unit shall be equal in quality, design and standards of performance to the item specified in the Solicitation. Where an "or equal" item is offered, supporting documentation, such as manufacturer product information sheets or a letter from the manufacturer providing the products specifications shall be submitted with the Bidders offer. If the compactor offered does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the Solicitation specifications. The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

## **2.10 COMPLIANCE WITH CHAPTER 24 OF THE MIAMI-DADE COUNTY CODE**

It is the intent of these specifications to comply with Chapter 24 of the Miami-Dade County Code – Environmental Protection, Biscayne Bay and Environs Designated Aquatic Park and Conservation Area, the Biscayne Bay Environmental Enhancement Trust Fund, and the Environmentally Endangered Lands Program. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through the Miami-Dade County Department of Regulatory Economic Resources (RER) Division of Environmental Resource Management (DERM), telephone number: (305) 372-6789.

## **2.11 FORCE MAJEURE**

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its Subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

## **2.12 USER ACCESS PROGRAM (UAP)**

As listed in Section 1, Paragraph 1.36 Terms and Conditions, UAP is not applicable to this solicitation.

## **2.13 FAA SPECIAL PROVISIONS**

### **i) Compliance with Nondiscrimination Requirements**

During the performance of this contract, 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 contract.
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 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 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 contract 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 contract, 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:
  - 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).
- ii) 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.

- iii) 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.

## **2.14 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, 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.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1. BACKGROUND**

MIA is operated by the Miami-Dade Aviation Department and is the property of Miami-Dade County government. Founded in 1928, MIA now offers more flights to Latin America and the Caribbean than any other U.S. airport. It is America's third-busiest airport for international passengers and is the top U.S. airport for international freight. MIA generates business revenue of \$31.9 billion annually and services approximately 60 percent of all international visitors to Florida. All food related items, and certain plant and animal materials removed from international aircrafts are considered international waste by the United States Department of Agriculture (USDA) and an approved mechanism of disposal is required. To remain in compliance with applicable federal, state, and local regulations, the County is seeking an agreement for the disposal of International Waste generated at MIA, and its two (2) GAA, Opa-Locka Executive Airport and Miami Executive Airport.

MIA collects on average 11,616,000 pounds of Regulated Garbage each year, excluding 2020 due to the Covid-19 pandemic and its effect on the travel industry, globally. The annual totals of Regulated Garbage Collected at MIA is as follows:

**Annual Total Pounds of Regulated Garbage Collected at MIA**

- 2017 - 10,520,000 Pounds
- 2018 - 11,778,000 Pounds
- 2019 - 12,550,000 Pounds
- 2020 - 4,554,000 Pounds

The County has no contractual control over the disposition or amount of Regulated Garbage generated at its aviation facilities, and therefore, makes no guarantee of the disposition or amount of Regulated Garbage generated throughout the term of the Contract.

The Awarded Bidder's prices as per Section 4.2 – Price Sheet, shall be inclusive of all costs associated with providing the services, including all lease, rental, or replacement of compactors and containers; all pick-ups; disposal and collection fees; franchise fees; environmental fees; fuel costs; fuel recovery fees; fuel surcharges; shipping; transportation costs including landfill fees (in accordance with Chapter 15, Section 15-25.2 of the County Code); all local, state and federal fees and taxes; and all other incidental expenses. The County will not pay any additional fees or surcharges of any kind.

**3.2. SCOPE OF WORK**

The Awarded Bidder shall provide and be responsible for: all compactors and containers, the hauling and disposal of Regulated Garbage, labor, supervision, materials, supplies, tools, equipment, permits, agreements and all other items necessary for, or incidental to, performing the removal, processing and disposal of Regulated Garbage from County aviation facilities.

The Awarded Bidder shall be able to supply a minimum of fourteen (14) compactors for the MIA sites and (2) containers for the GAA sites, to meet the quantity requirements at all requested aviation

facilities. The Awarded Bidder should anticipate the total number of compactors and containers needed in their inventory throughout the term of the Contract, such as to supply and/or rotate, to meet the required number of compactors and containers to be supplied and placed at each County aviation facility at all times in case compactors and containers are removed from rotation due to inoperability or repair off site.

The Awarded Bidder shall replace all compactors and containers that are irreparable, inoperable, or as requested by the County throughout the term of the agreement. The Awarded Bidder shall coordinate with the County Project Manager to arrange for an un-interrupted transition of services at all facilities at the start and end of the Contract.

### **3.3. MIAMI INTERNATIONAL AIRPORT**

#### **A. Technical Specifications of Compactors and Placement Sites**

The Awarded Bidder shall supply and place compactors at each of the MIA sites listed in sub-section 3.3C. Current compactors and railing systems installed at the MIA site were manufactured by Marathon Equipment Company. The Awarded Bidder may offer compactors manufactured by other brands, though, offered compactors must fit and function properly in each of the compactor placement sites, in accordance with the technical specifications listed below, and must meet the guidelines as described in Section 2.9 - Equal Product.

#### **Compactors**

- Compactors must be a minimum 34 cubic yard capacity and shall not exceed 265" in total length.
- Compactors must be leak-proof and/or watertight to meet Florida Department of Transportation, USDA APHIS and/or CBP regulations for Regulated Garbage.
- Compactors must have hydraulic fittings on both sides of the compactors to accommodate the existing hydraulic equipment. Ram extend (compactor) 3/4" male, Ram return 3/4" female connections.
- Color and Markings: Regulated Garbage compactors shall be primed and painted Red color code SW 6868, and clearly marked "Regulated Garbage" in 4" letters.
- The enclosure doors must contain replaceable seals to insure unit remains watertight.
- A modified front Doghouse Hopper, transportable by hook and cable roll-off trucks, and with 3 modified doors. The Doghouse Hopper doors shall have the following dimensions:
  - Front Door 48"x 45" opening size is 41"x 39"
  - Right side door 52"x 49" opening size 46" x 43"
  - Left Side door 52"x 49" opening size 46" x 43"

#### **Compactor Placement Sites**

- The total compactor placement site footprint for four (4) sites is approximately 304 SQFT with the following dimensions: 16' x 19'.

- The total compactor placement site footprint for three (3) sites is approximately 180 SQFT with the following dimensions: 9' x 20'
- All compactor placement sites are open air with ample parameter space for walking around and accessing hopper doors.
- Existing railings at compactor placement sites will not be removed. The Awarded Bidder's compactors must fit and operate within the existing railings of all designated compactor placement sites.
- Existing railings shall be repaired and or replaced by the Awarded Bidder, upon request from the County.

**B. Collection Services**

The Awarded Bidder shall collect Regulated Garbage at each of the MIA sites listed below, seven (7) days a week 365-days a year, including holidays. The collection of the Regulated Garbage shall be during the hours of 9:00 am - 12:00 pm (EST).

As part of the collection services, the Awarded Bidder shall supply and drop-off a compactor at each of the MIA sites, haul away the on-site compactors containing Regulated Garbage, and transport the Regulated Garbage to the on-site MIA Waste Transfer Station to weigh the loaded truck(s) and obtain a weight ticket, that will be used for invoicing. The Regulated Garbage found within the on-site compactors will be compacted by the County.

The Awarded Bidder shall then dispose of the Regulated Garbage in accordance with their Compliance Agreement with the USDA APHIS or CBP.

**C. MIA Collection Sites**

1. General Aviation Center (GAC)
2. Gate D-14
3. Gate D-43
4. Gate E-30
5. Gate F-8
6. Gate H-12
7. Gate J-4

**3.4. GAA FACILITYS**

**A. Containers**

The Awarded Bidder shall supply and place one (1) container at each of the GAA Facilities listed below. Containers must be:

- A three (3) cubic yard container
- Leak-proof
- Approved for the containment of Regulated Garbage by CBP

No changes to the quantity or technical specifications of the containers shall be made without the approval of the County Project Manager.

**B. Collection Services**

The Awarded Bidder shall collect all Regulated Garbage gathered at each GAA facility listed below. The Regulated Garbage gathered at each GAA facility will not be in compacted form.

The Awarded Bidder shall be responsible for at least three (3) scheduled pick-ups per week of Regulated Garbage at each GAA facility. Pick-up services shall be provided by the Awarded Bidder three (3) times per week, on Mondays, Wednesdays, and Fridays, including holidays. Pick-ups will be between normal business hours of 7:00 am - 3:00 pm, on the specified days noted above.

**C. GAA Facilities**

- Opa-Locka Executive Airport
- Miami Executive Airport

**3.5. TRANSPORT OF REGULATED GARBAGE**

Awarded Bidder shall be responsible for transporting the collected Regulated Garbage over the roadways. The Awarded Bidder shall be responsible for providing personnel and proper chemicals to effectively maintain control of the regulated materials in case of a spill or other emergency from the point of pick-up until it has reached its disposal destination.

Title to the Regulated Garbage shall pass to the Awarded Bidder when it is accepted by the Awarded Bidder for hauling and disposal from the airport facilities.

In addition, the Awarded Bidder shall be responsible for:

- The Regulated Garbage containers and compactors.
- Any spillage that occurs during the transportation process and shall take appropriate action in accordance with all present and future federal, state and local regulations.

**3.6. CONTAINER / COMPACTOR MAINTENANCE AND UPKEEP REQUIREMENTS**

Awarded Bidder will be responsible for the maintenance and all repairs and/or replacement of all containers and compactors inclusive of individual parts, in accordance with the compliance agreement with CBP, at no additional cost to the County.

Maintenance and upkeep shall include but not limited to:

- Maintaining all containers and compactors graffiti free, regardless of who is in possession of the containers or compactors. Containers and compactors with graffiti will be rejected by the County.
- Cleaning, disinfecting, routine and preventive maintenance, all repairs to and replacement of Awarded Bidder's containers and compactors, during the term of the Contract, regardless of which party is in possession of the compactor.
- Providing the preventative maintenance for all compactors and containers as per original equipment manufacturer's recommended periodic maintenance schedule.
- Visually inspecting each compactor and container each time they are picked-up from and after they has been emptied by the Awarded Bidder.
- Replacing and repairing any non-conforming compactor/ container within 48-hours of notification by MDAD.

**Note: MDAD Maintenance Division**, will provide all preventative maintenance and electrical and mechanical repairs for all MDAD station hydraulic power units including all hoses and quick disconnect couplings for attachment to the compactors.

### **3.7. VEHICLE REQUIREMENTS**

Awarded Bidder shall be responsible for all vehicles necessary to perform the Services outlined in this Solicitation. The Awarded Bidder shall utilize vehicles which meet waste management industry standards, State of Florida Department of Transportation regulations, and meet the requirements of the Compliance Agreement with USDA APHIS or CBP, for the hauling and disposal of Regulated Garbage in modular containers and compactors.

Additionally, the Awarded Bidders shall abide by the following requirements for all vehicles that are used to provide the services as outlined in this Section:

- Vehicles shall be inspected by MDAD and decalated before entering the AOA at MIA.
- Vehicles shall be clearly labeled with the Contractor's name and identifying numbers.
- Vehicle safety features shall be required at all times on County property and shall include but not be limited to, operational headlights and brake lights, a back-up warning system and an unobstructed windshield.
- Vehicle repairs, fueling and/or maintenance shall not occur on MDAD property.

### **3.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS**

The Awarded Bidder and any Subcontractors shall maintain in full force and effect at all times during the Contract term, the required USDA APHIS and/or Customs CBP Compliance Agreement(s) for processing at the primary and back-up facility and for cartage to primary and back-up facilities. It is essential that provisions exist for an alternative method of disposal in case the primary disposal facility fails. If at any time any one of the Compliance Agreements are not in full force and effect, this will constitute good cause for the County to immediately terminate the Contract without any further notice.

### **3.9. OTHER AWARDED BIDDER RESPONSIBILITIES**

- A.** The Awarded Bidder assumes the risk and bears all costs of any change in the process or disposal site regardless of whether:
- it's Compliance Agreement for the cartage or disposal expires or are revoked by the USDA APHIS and/or CBP;
  - it's disposal site is unavailable because it no longer has enough capacity to accept the County's Regulated Garbage;
  - it's necessary to dispose of the County's Regulated Garbage at the designated back-up facility;
  - the Awarded Bidder chooses to provide services through another provider who has approved Compliance Agreements, due to the expiration or revocation of the Awarded Bidder's Compliance Agreement; or
  - the Awarded Bidder provides alternative services via contracting a third-party or Subcontractor to meet its service requirements as outlined in the Contract, upon approval from the County.

In the event of Force Majeure (Refer to Section 2.10 - Force Majeure), the Awarded Bidder shall bear all additional costs and/or fines if the regulated garbage remains at the aviation facilities longer than the maximum period allowed by the USDA APHIS and/or CBP without being removed.

- B. Awarded Bidder must maintain all required agreements, licenses and permits in good standing throughout the term of the Contract.

### 3.10. **SPECIAL REQUIREMENTS AT MIA**

#### A. **Identification Badges**

MDAD operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to frequently (more than 5 times within a 90-day period) enter the restricted areas of the MIA. These ID cards are required for access and are issued by MDAD at the current cost of \$38.00 for fingerprints and \$20.00 for the ID badge, per applicant per year. Therefore, the Awarded Bidder shall obtain and pay for ID cards for each of their employees and/or Sub-contractors who will be frequently visiting or performing Services at MIA restricted areas.

**AOA Access:** Additionally, the Awarded Bidder shall be responsible for ensuring that all personnel, and all persons accessing the AOA on behalf of the Awarded Bidder, have appropriate SIDA Identification Badges and comply with all federal and County security requirements. Information can be found by visiting [http://www.miami-airport.com/id\\_badging\\_info.asp](http://www.miami-airport.com/id_badging_info.asp) for more information on Identification Badge requirements and fees.

#### B. **ISO 14001 Compliance**

The Awarded Bidder and any approved Sub-contractor(s) working at MDAD, are subject to compliance with ISO 14001 regulations regarding Environmental responsibility. The Awarded Bidder will receive training and familiarization about the ISO 14001 protocol, from the Miami Dade Aviation Department, Maintenance Division.

#### C. **Air Operations Area (AOA) Training**

Awarded Bidder must comply with and maintain all mandatory security clearances and AOA training of the Awarded Bidder's personnel for airside access. All personnel assigned to operate a motor vehicle of any kind or type on the AOA, shall be required to complete the AOA Driver Training Course. Information on AOA training and driver's license requirements and fees can be found by visiting [http://www.miami-airport.com/AOA\\_training.asp](http://www.miami-airport.com/AOA_training.asp).

#### D. **Vehicle Decals and Permits**

Vehicles and equipment assigned to operate on the AOA must have an official motor vehicle identification permit. AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle. Information on permits can be found by visiting [http://www.miami-airport.com/business\\_permits2.asp](http://www.miami-airport.com/business_permits2.asp).



**SECTION 4**

**BID SUBMITTAL AND PRICE SCHEDULE**

Bidder Name: \_\_\_\_\_

**4.1 BID SUBMITTAL REQUIREMENTS**

<b>BIDDER REQUIREMENTS TO BE COMPLETED BY ALL BIDDERS</b>		
Refer to Section 2.5 of this solicitation to ensure that the Bidder's responses and attachments comply with the Solicitation requirements.		
	<b>Bidder Requirements</b>	<b>Confirmation of Information and Documentation attached</b>
2.4, A.	Bidders are required to demonstrate that their firm has experience providing hauling and disposal of USDA APHIS regulated garbage, as described throughout this solicitation. Bidders shall provide three (3) references, which shall include description of services provided, dates of service, and client contact information (contact name, phone number and email address).	<input type="checkbox"/>
2.4 B.	Bidders shall provide a copy of their Department of Solid Waste Management General Hauler Permit, with the bid submittal.	<input type="checkbox"/>
2.4 C1	A valid Compliance Agreement issued by CBP or APHIS Plant Protection and Quarantine personnel for handling / processing Regulated Garbage.	<input type="checkbox"/>
2.4 C2	Written documentation confirming the right and ability to dispose of USDA APHIS Regulated Garbage, at both a <u>primary and backup disposal facility</u> . Written documentation shall confirm that the Bidder has the right and ability to dispose of at least 7,000 tons per year of USDA APHIS Regulated Garbage, regardless of disposal facility.	<input type="checkbox"/>
2.4 C3	Supporting documentation, such as manufacturer product information sheets or a letter from the manufacturer, for all compactors (in accordance with 2.9 – Equal Product) and containers offered by the Bidder, is required to allow the County to evaluate and verify that the Bidder's offered compactors and containers meet the technical specifications as listed in Section 3.	<input type="checkbox"/>
2.4 C4	The name of the proposed Project Manager and/or Supervisor, along with their contact information. This shall be the individual in the entity who is experienced in providing the listed services and who will serve as the primary point of contact for the County. The Project Manager and/or Supervisor shall have full authority to act on behalf of the Bidder on all matters related to the services outlined throughout this Solicitation.	<input type="checkbox"/>

	<b>Designated Project Manager:</b> _____ <b>Phone Number:</b> _____ <b>E-mail address:</b> _____ <b>Emergency/After Hours Phone Number:</b> _____	
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**4.2 PRICE SCHEDULE**

Bidders shall provide a price per pound of Regulated Garbage collected at MIA, and a price per pick-up of Regulated Garbage collected at each GAA facility.

Item No.	Description	Total Annual Estimated Quantities	Unit of Measure	Unit Price (USD) (Price per Unit of Measure)
1.	<b>Miami International Airport</b>	11,616,000 Pounds	<b>One Pound</b>	\$
2.	<b>Miami Opa-Locka Airport</b>	156 Pick-ups	<b>One Pick-up</b>	\$
3.	<b>Miami Executive Airport</b>	156 Pick-ups	<b>One Pick-up</b>	\$

\*Note, the Total Annual Estimated Quantities should be used as a reference as to how many pounds and number of pick-ups the Awarded Bidder may anticipate annually, only, and the County does not guarantee the Total Annual Estimated Quantities listed in the Price Schedule above.