DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Contract	Sole Source	Bid Waiver	Emerge	Previous 9360-0/12	Contract/Project No.	
Requisition No./Project No.:	RQID1200113 TI	ERM OF CON		AGE APPLIES: x YES T YEAR(S) WITH 5 Y		
Requisition / Project Title: Ha	auling and Disposal	of Emergency	y Debris			
	from any events tha	t the County I	Mayor decla	ared an emergency, f	f 5,000 cubic yard per day or from designated staging areas to the Management Department.	
Issuing Department: ISD/PM Estimate Cost: \$90,000,000		: Herman Ran TERAL	nsey <u>Phor</u> FEDERAI	ne: (305) 375-2851 OTHER		
		Funding Sou	_	ng Revenue		
Commodity Codes: 910-2	Contract/Proje	-46 990-30 ect History of pre	vious purchas	es three (3) years h no previous history.		
	EXIST	ING		2 ND YEAR	3 RD YEAR	
Contractor:						
Small Business Enterprise:						
Contract Value:	\$		\$		\$	
Comments:						
Continued on another page (s	s): YES x					
	<u>RI</u>	ECOMME	NDATI(<u>ONS</u>		
	Set-aside	Sub-contra	ictor goal	Bid preference	Selection factor	
SBE						
Basis of recommendation:						
3						
Sign Herman Konsey		Date sent to DBD: 7/31/2012				
RECE I. BUSI	Date returned to DPM:					



BID NO.: RQID1200113

OPENING: 2:00 P.M.

, 2012

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

HAULING AND DISPOSAL OF EMERGENCY DEBRIS

HE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

INDEMNIFICATION/INSURANCE: See Section 2, Para 2.11
PRE-BID CONFERENCE/WALK-THRU: See Section 2, Para 2.3
SMALL BUSINESS ENTERPRISE MEASURE: See Section 2, Para 2.2
LIVING WAGE: See Section 2, Para 2.26

FOR INFORMATION CONTACT:

Herman Ramsey, hramsey@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).
- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION



INVITATION TO BID

Bid Number:

Bid Title: Hauling and Disposal of Emergency Debris

Procurement Officer: Herman Ramsey

Bids will be accepted until 2:00 p.m. on , 2012

<u>Bids will be publicly opened</u>. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION

1.1. DEFINITIONS

Bld - shall refer to any offer(s) submitted in response to this solicitation.

Bidder - shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation - shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County - shall refer to Miami-Dade County, Florida

ISD/PM - shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor -- shall refer to a firm that has completed the necessary documentation in order to receive Bld notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualifiled vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Mlami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Mlami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street. 13th Floor, Miami, FL 33128.

website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

 Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)

- Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)
- 3. Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
- Mlami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
- Mlami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
- 6. Miami-Dade County Vendor Obligation to County Affidavit

(Section 2-8.1 of the County Code)

- Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
- Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)
- 9. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)
- 10. Mlami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)
- 11. Subcontracting Practices (Ordinance 97-35)
- 12. Subcontractor /Supplier Listing (Ordinance 97-104)
- 13. Environmentally Acceptable Packaging Resolution (R-738-92)

14. W-9 and 8109 Forms

The vendor must furnish these forms as required by the Internal Revenue Service.

15. Social Security Number

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:

- · Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General

Pursuant to Section 2-1076 of the County Code.

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

PUBLIC ENTITY CRIMES

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

Request for Additional Information

- Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202. Miami Florida 33128-1992 Floor, suite 202, Miami, Florida 33128-1983 or email
- clerkbcc@miamidade.gov.
 The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

Contents of Bid Solicitation and Bidders' Responsibilities

- It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
- In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying <u>regarding this</u> solicitation to file the appropriate form with the Clerk of the Board <u>stating that a particular lobbyist is authorized to represent the Bidder/Proposer.</u> The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

Change or Withdrawal of Bids

Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover

page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

Prompt Payment Terms

- It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

Accounts Receivable Adjustments

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

1.3. PREPARATION OF BIDS

- The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's
- The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- An authorized agent of the Bidder's firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.
- The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum

- requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- When there is a discrepancy between the unit prices and any
- extended prices, the unit prices will prevail.

 An optional electronic submittal shall not be considered a part of G. the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains
- Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Mlami-Dade County. Firms domiciled in Miami-
- Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.

 Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid
- The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- This contract may be extended beyond the initial one hundredeighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
- a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a tocal business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the

expiration date of the current contract period shall, unless terminated by multual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

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

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all taws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

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

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filling of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Country stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the this Section, which bid in the solution, and altesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or proposer to put in a snail proposal, or any other person, littin, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that falls to submit the required affidavit shall be ineligible for contract

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfelt their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirly (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miarni-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.

The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one guarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Mlami-Dade County with Any person or entity that periodits of assists infami-bade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

- Use of information only for performing services required by
- the contract or as required by law; Use of appropriate safeguards to prevent non-permitted 2. disclosures:
- Reporting to Miami-Dade County of any non-permitted use or disclosure;
- Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- Making Protected Health Information (PHI) available to the
- customer;
 Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer:

- Making PHI available to Miami-Dade County for an 7. accounting of disclosures; and
- Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' independent Transportation Trust (CITT) has approved inclusion of the Surfax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a conlingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR - ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

BID NO.:

SECTION 2 SPECIAL CONDITIONSHauling and Disposal Emergency Debris

2.1 PURPOSE:

The purpose of this solicitation is to pre-qualify vendors for the hauling, and disposing a minimum of 5,000 cubic yards per day of emergency debris, resulting from any events that the County Mayor or his/her designee declares an emergency, from designated staging areas to a fully permitted disposal facility(ies) designated by the contractor(s) that are not owned by Miami-Dade County for Groups A, B and C. Such debris is generated as a result of damages caused by disasters occurring in Miami-Dade County, natural or otherwise. All bidders which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the hauling and disposing of emergency debris.

2.1.1 **DEFINITIONS**

Contractor: A Bidder who responded to the Invitation to Bid and became

pre-qualified in order to respond to an Invitation To Quote

(ITQ) on this contract.

PWWM: Miami-Dade County Public Works and Waste Management

Department

Emergency Debris: Shall include, but not limited to, the following:

a) Trees and vegetation (including detached

stumps)

b) Burnables - miscellaneous lumber, paper,

furniture, etc.

 c) Construction and demolition debris – miscellaneous concrete items, metal plaster,

glass etc.

d) White Goods - stoves, refrigerators, washers,

dryers, water heaters, etc.

e) Tires

f) Mulch

g) Ash from incineration of hurricane debris

Emergency debris may, because of the nature of the disaster,

contain minimal amounts of hazardous waste.

Hazardous Waste:

Means any waste, product, substance, or combination or breakdown product thereof which, because of its quantity, concentration. or physical, chemical. or infectious characteristics, may, when improperly transported, disposed of stored, treated or otherwise managed, cause, or significantly contribute to, an increase in mortality, or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste also means any item that has the potential to be physically hazardous, that is to say, the potential to cause serious injury to persons or

property, such as flammables, explosives compressed gas cylinders, etc.

Staging Areas:

Areas that are designated by the County to temporarily store debris that will be transferred to a fully permitted disposal facility not owned by Miami-Dade County.

Invitation to Quote:

(ITQ) An invitation that will be extended to all pre-qualified contractors to submit quotes for hauling and disposal of emergency debris on an "as-needed/where-needed basis." The ITQ is the basis for the issuance of Purchase Orders.

Preliminary Damage Assessment (PDA):

An initial assessment by County personnel of the overall disaster area in order to determine the magnitude of Emergency Debris removal efforts, the location and approximate volume of debris to be removed, and whether or not the Emergency Debris removal effort exceeds local capabilities and will, therefore, require assistance of outside agencies. A PDA will be performed within seventy-two (72) hours following a disaster.

Hauling Ticket:

A pre-numbered voucher document issued at the staging areas by the staging area inspector for each load of emergency debris removed for disposal. This document records, without limitation, the Contractors' vendor information, cubic yards, date, time of day, and County-issued vehicle number for each load of emergency debris.

Permitted Disposal Facility A disposal facility authorized by the Environmental Protection

Agency (EPA) or delegated state or local authority to accepted solid waste.

Project Manager:

Any person designated by the PWWM to examine and inspect Contractor equipment and otherwise ensures compliance by the Contractor.

Work:

Removal of emergency debris from staging areas to a fully permitted disposal facility(ies) not owned by Miami-Dade County.

2.2 BID PREFERENCES

2.2.1 SET-ASIDE, SUBCONTRACTOR GOAL AND BID PREFERENCE

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measures applicable to this contract are: SBE set-aside for Group B only, a 10% SBE Subcontractor goal for all contractors bidding as primes on Group A and a Bid Preference for SBE firms is presenting themselves as primes for Group A only. SBEs can participate in both groups provided their firm meets or exceeds the minimum criteria established in Section 2.6.

2.2.2 SMALL BUSINESS ENTERPRISE BID PREFERENCE

A Small Business Enterprise (SBE) 10% bid preference applies to Group A of this solicitation. A Small Business Enterprise set-aside applies to Group B of this solicitation. A Small Business Enterprise goal of 10% applies to Group A. A SBE/Micro Business Enterprise must be certified by the Department of Procurement Management (DPM) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact DPM at (305) 375-5289 or access www.miamidade.gov/dpm.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.2.3 DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.3 PRE BID CONFERENCES (RECOMMENDED):

A pre-bid conference will be held on		
P. Clark Center, 111 NW 1st Street, floor Conference Ro	om, Miami,	Florida 33128 to
discuss the special conditions and specifications included	l within this s	olicitation. It is
recommended that a representative of the firm attend thi	s conference a	as the "Cone of
Silence" will be lifted during the course of the conference a	nd informal cor	nmunication car
take place.		

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available. Vendors are encouraged to take the Metrorail to the downtown Government Center because parking is limited and expensive.

"Multiple members of individual community councils may be present."

2.4 TERM OF CONTRACT: FIVE (5) YEARS

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 Notice of Award Letter, which is distributed by the Miami-Dade County Internal Services Department, Procurement Management Services Division - contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years. This contract will expire on the last day of the five (5) year period.

2.5 OPTION TO RENEW: FIVE (5) ADDITIONAL YEARS

The initial contract resultant from this solicitation shall prevail for five (5) years from the contract's initial effective date. Prior to, or upon completion of that initial term, the County shall have the option to renew this contract for an additional one, five (5) year period. The contractor shall maintain, for the entirety of the stated additional period, the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative and not the right of the contractor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County. Upon renewal, the contactor shall provide an updated equipment list and a current general hauler permit to the County.

2.6 <u>METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT</u> MARKET PROCEDURES

There are three groups.

2.6.1 Group A is to establish a pool of pre-qualified vendors who shall act as prime contractors and be responsible to perform the services outlined in this solicitation. This group shall include a 10% Small Business Enterprise (SBE) Subcontractor goal and a 10% Bid Preference for SBE firms presenting themselves as primes for Group A. The contractors awarded under Group A shall use the sub-contractors awarded under Group B in order to meet the 10% SBE Subcontractor goal. If the prime contractor is an SBE, the vendor will have already met the 10% goal and may hire sub-contractors from Group B or C.

Award of Group A will be made to all responsive and responsible vendors who meet the minimum qualifications set forth in this solicitation. These qualifications are as follows:

- A. Show acceptable proof of having been engaged in business anywhere in the United States within any one of the below activities for a minimum period of one year as of the date of the bid solicitation opening date; and owning disposal contracts from another private entity and/or governmental agency other than Miami-Dade County.
 - 1. Bulk hauling of debris, or fill
 - 2. Construction involving land clearing

- 3. Demolition
- 4. Trash and garbage hauling

Acceptable proof of having been in business would be:

- Copy of previous year's Local Business Tax Receipt (Formerly Occupational License) or occupational license certificate from the City or County where business is located, or
- 2. Copy of previous year's tax returns
- B. The Contractor(s) must provide a list of equipment with their bid submittal form as required by the County. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling. The Contractor(s) must have appropriate equipment to haul and dispose a minimum of 5,000 cubic yards of emergency debris per day for the duration of the contract.
- C. The Contractor(s) must possess a General Hauler Permit pursuant to Section 15.17 of the Miami-Dade Code County. The Contractor must also have sufficient equipment to haul and dispose at least 5,000 cubic yard of debris a day, at the time of qualification. If the contract is activated in an emergency, then <u>all</u> vehicles used must comply with Section 15.17 of the Miami-Dade County Code.
- D. The Contractor(s) must provide a list of at least three (3) commercial or government accounts for which it has provided services in any of the classifications shown in 2.6(A) above, within the past twelve months. No more than one of these references may be from a Department or Division of Miami-Dade County Government.
- E. The Contractor(s) must submit with their bid submittal form a signed letter of commitment from a permitted disposal facility not owned by Miami-Dade County in which such facility commits to the bidder to accept a minimum of 485,000 cubic yards of hurricane debris within a period of three months (90 days) right after an emergency is declared in Miami-Dade County. The letter must state the following:
 - a. Full address of the disposal facility
 - b. Disposal facility permit number
 - c. Entity issuing the permit
 - d. Capacity left at the facility

Contractors shall be given up to seven (7) calendar days after Bid Opening to provide the required proof. Failure to provide the required information shall result in the bid submittal form not being submitted to the awarding authority on the initial contract award. The County reserves the right to add contractors at its discretion.

Submittal packages shall contain the following:

- 1. Proof of establishment of business for a minimum of one year
- 2. Proof of equipment ownership/long term lease that shows the capacity to haul and dispose a minimum of 5,000 cubic yards a day
- 3. Copy of General Hauler Permit issued by Miami-Dade County
- 4. Three commercial or government references
- 5. Completed Section 4
- 6. Required Affidavits (Appendix)
- 7. Signed letter of commitment from a permitted disposal facility not owned by Miami-Dade County.

These contractors shall then be deemed to be pre-qualified to participate in subsequent spot market purchase via an Invitation to Quote (ITQ) as required by the County on either an asneeded or on a periodic basis. When such spot market purchases are initiated, the pre-qualified contractors shall be invited to offer a flat rate for the hauling and disposal of a minimum of 5,000 cubic yards per day of emergency debris from the County staging areas (See Section 3.2.1) and disposal at a fully permitted disposal facility(ies) not owned by Miami-Dade County. The contractor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. Individual purchase orders will be issued utilizing one or more staging areas. The award to one or more contractors for a specific period to load, haul and dispose of emergency debris does not preclude the remaining pre-qualified contractors from submitting spot market offers for other specific purchases.

ITQ procedures shall be initiated by the Public Works and Waste Management Department (PWWM). Contractor responses to the ITQ shall be submitted to PWWM as prescribed in the ITQ.

After the submission of the ITQ, but prior to the issuance of a purchase order(s), a Pre-Work Conference may be held with Contractor(s), and the Public Works and Waste Management Department (PW WM). The time and place of this conference will be set by PWWM.

It shall be the sole prerogative of the County as to the number of contractors who will be included under this contract. During the term of this contract, the County reserves the right to add or delete contractors, as it deems necessary in its best interest. If the County elects to add contractors, they must meet the same minimum qualifications established for the original competition.

2.6.2 Group B is an establish pool of pre-qualified vendors who may act as sub-contractors for the prime contractors awarded under Group A in order to meet the Small Business 10% subcontractor goal. This group shall be SET-ASIDE for Small Business Enterprises. The use of any other subcontractors other than those awarded under Group B is prohibited until the 10% goal is met. After the 10% goal is met, Group A vendors (primary contractors) may subcontract with vendors from Group B or C. The SET-ASIDE measure does not preclude noncertified vendors from submitting their bid submittal for Group A

Award of Group B will be made to all responsive and responsible vendors who meet the minimum qualifications set forth in this solicitation. These qualifications are as follows:

- A. Show acceptable proof of having been engaged in business anywhere in the United States within any one of the below activities for a minimum period of one year as of the date of the bid solicitation opening date; and owning disposal contracts from another private entity and/or governmental agency other than Miami-Dade County.
 - 1. Bulk hauling of debris, or fill
 - 2. Construction involving land clearing
 - 3. Demolition
 - 4. Trash and garbage hauling

Acceptable proof of having been in business would be:

- Copy of previous year's Local Business Tax Receipt (Formerly Occupational License) or occupational license certificate from the City or County where business is located, or
- 2. Copy of previous year's tax returns
- B. The Contractor(s) must provide a list of equipment with their bid submittal form as required by the County. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling and disposing.
- C. The Contractor(s) must possess a General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. If the contract is activated in an emergency, then <u>all</u> vehicles used must comply with Section 15.17 of the Miami-Dade Code.
- D. The Contractor(s) must provide a list of at least three (3) commercial or government accounts for which it has provided services in any of the classifications shown in 2.6(A) above, within the past twelve months. No more than one of these references may be from a Department or Division of Miami-Dade County Government.

Contractors shall be given up to seven (7) calendar days after Bid Opening to provide the required proof. Failure to provide the required information shall result in the bid submittal form not being submitted to the awarding authority on the initial contract award. The County reserves the right to add contractors at its discretion.

Submittal packages shall contain the following:

- 1. Proof of establishment of business for a minimum of one year
- 2. Proof of equipment ownership/long term lease
- 3. Copy of General Hauler Permit issued by Miami-Dade County
- 4. Three commercial or government references
- 5. Completed Section 4
- 6. Required Affidavits (Appendix)
- 2.6.3 Group C is an establish pool of pre-qualified contractors who may act as sub-contractors for the prime contractors awarded under Group A. The use of any other sub-contractors other than those awarded under Group B is prohibited until the 10% goal is met. After the 10% goal is met, Group A vendors (primary contractors) may sub-contract with contractors from

Group B or C: After the submittal of the bid, but prior to the award, the contractor shall submit his agreement with subcontractors from Group C if he has already met the 10% goal. If the contractor has not met the 10% goal prior to the award, but meets the goal at a later date, the contractor can submit his agreements to the Internal Service's Department, Procurement Management Services Division for review. SET-ASIDE measure does not preclude non-certified vendors from submitting their bid submittal for Group A or C.

Award of Group C will be made to all responsive and responsible vendors who meet the minimum qualifications set forth in this solicitation. These qualifications are as follows:

- A. Show acceptable proof of having been engaged in business anywhere in the United States within any one of the below activities for a minimum period of one year as of the date of the bid solicitation opening date; and owning disposal contracts from another private entity and/or governmental agency other than Miami-Dade County.
 - 1. Bulk hauling of debris, or fill
 - 2. Construction involving land clearing
 - 3. Demolition
 - 4. Trash and garbage hauling

Acceptable proof of having been in business would be:

- Copy of previous year's Local Business Tax Receipt (Formerly Occupational License) or occupational license certificate from the City or County where business is located, or
- 2. Copy of previous year's tax returns
- B. The Contractor(s) must provide a list of equipment with their bid submittal form as required by the County. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling.
- C. The Contractor(s) must possess a General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. If the contract is activated in an emergency, then <u>all</u> vehicles used must comply with Section 15.17 of the Miami-Dade Code.
- D. The Contractor(s) must provide a list of at least three (3) commercial or government accounts for which it has provided services in any of the classifications shown in 2.6(A) above, within the past twelve months. No more than one of these references may be from a Department or Division of Miami-Dade County Government.

Contractors shall be given up to seven (7) calendar days after Bid Opening to provide the required proof. Failure to provide the required information shall result in the bid submittal form not being submitted to the awarding authority on the initial contract award. The County reserves the right to add contractors at its discretion.

Submittal packages shall contain the following:

- 1 Proof of establishment of business for a minimum of one year
- 2 Proof of equipment ownership/long term lease
- 3 Copy of General Hauler Permit issued by Miami-Dade County
- 4 Three commercial or government references
- 5. Completed Section 4
- 6. Required Affidavits (Appendix)

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF THE EVENT

If the contractor is awarded a contract under this solicitation, the prices proposed by the contractor shall remain fixed and firm until the work has been fully completed. The Contractor's quoted price shall be inclusive of all costs, charges, and fees involved in the hauling and disposing a minimum of 5,000 cubic yards per day of emergency debris from staging areas to a fully permitted disposal facility not owned by Miami-Dade County. Additional charges of any kind added to the invoice submitted by the Contractor(s) will be disallowed.

There shall be no breach of contract if the County obtains additional quotes from other prequalified contractors submitting bids if the County determines, in its sole discretion, that additional contractors are needed to complete the Scope of Work in a timely fashion in order to protect the public health and safety of the residents and provide expedient removal of storm/disaster related debris.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

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

The contractor shall furnish to the Vendor Assistance Section, Internal Services Department, Procurement Management Services Division, 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 vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. 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 \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY 111 NW 1st STREET SUITE 1300 MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the contractor of his liability and obligation under this section or under any other section of this agreement.

The contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the contractor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the contractor to provide the required certificate of insurance within fifteen (15) business days may result in the contractor being deemed non-responsible and the issuance of a new award recommendation.

The contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the contractor in accordance with Section 2, Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek reprocurement damages from the contractor in accordance with Section 1, Paragraph 1.22 of this solicitation.

2.12 BID GUARRANTY INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 <u>CERTIFICATIONS INTENTIONALLY OMITTED</u>

2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

The County will make periodic payments for services rendered by the Contractor(s) based on the actual verified cubic yardages per load, and in accordance to the Purchase Order(s) issued by the Department. Payment will be made based on the pre-numbered vouchers (Hauling Tickets) provided by the Project Manager or his/her designee. No debris will be moved from any point to any destination without a voucher first being issued. Cubic yardage shall be documented and indicated on each pre-numbered voucher/load ticket.

Prior to commencing debris hauling and disposal operations, the Contractor(s) shall present to the Project Manager all trailers, or trucks that will be used for disposal of debris for the purpose of determining hauling capacity. The cubic yard hauling capacity will be based on the interior dimensions of the truck or trailer's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with truck certification placards. Each truck and trailer will be inspected by tower monitors to verify whether the equipment is loaded to full capacity or not. Trucks or trailers loaded with less than full capacities will be assessed by visual inspection by the tower monitors, and a "percentage full" value will be assigned.

Load verification will be provided by a County representative (tower monitor) who will verify all loads at each of the designated staging areas.

After the trucks are loaded with debris, and before departing the staging areas, contractor(s) will be presented with a pre-numbered voucher. Each voucher will require the signature of the County Project Manager or his/her designee, as well as the signature of the truck driver. Acceptance of all documentation shall be subject to verification by the County.

The following procedures are to be followed:

- 1) The County's staging areas site inspector will examine all Contractor(s) trucks leaving the staging areas and fill in the necessary information on the pre-numbered voucher which includes, but is not limited to, the following:
 - a) Staging Area
 - b) County-issued vehicle number
 - c) Purchase order number
 - d) Contractor name
 - e) Date
 - f) Time departed
 - g) Percent of capacity filled
 - h) Driver signature and name
 - i) Cubic Yard of debris loaded

Prior to exiting the staging area, an inspector will record the number from the three-part prenumbered Hauling Ticket and retrain the original for the County's records. The other two (2) copies of the Hauling Ticket will be provided to the driver. One copy shall be retained by the Contractor for his/her records. The other copy of the Hauling Ticket will be submitted to the Public Works and Waste Management Department, along with an invoice and the scalehouse transaction ticket from the permitted disposal facility where the debris was disposed. The copy of the Hauling Ticket, scalehouse transaction ticket, and invoice submitted by the Contractor, will be matched against the site inspector's original copy for payment verification. The aforementioned verified documents will be the basis for payment to the Contractor(s). Hauling tickets are subject to revision per County or Federal Emergency Management Agency (FEMA) requirements.

In order to receive payment, it is mandatory that the purchase order number and the staging areas (See Section 3, Paragraph 3.2.1) be listed on each voucher. It shall be the responsibility of the Contractor(s) to verify that this information is contained on each voucher. The Contractor(s) is required to attach receipts and/or disposal ticket certifying that the debris was disposed at a fully permitted disposal facility not owned by Miami-Dade County. Failure to submit all the required documentation will result in non-payment.

- 2.16 SHIPPING TERMS INTENTIONALLY OMITTED
- 2.17 DELIVERY REQUIREMENTS INTENTIONALLY OMITTED
- 2.18 BACK ORDER ALLOWANCE INTENTIONALLY OMITTED
- 2.19 WARRANTY REQUIREMENTS INTENTIONALLY OMITTED

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact Herman Ramsey at hramsey@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP FEE/INSPECTOR GENERAL FEE

Intentionally omitted. All other provisions under Section 1 Paragraph 1.26 for the Inspector General are applicable except for the ¼ of 1% fee.

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract.

2.23 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

In accordance with Ordinance 97-104, the Prime Contractor shall submit subcontractors' agreement after bid submission and prior to award when the County has identified subcontractors for Group B that will be used in the performance of the proposed contract. In addition, the Prime Contractor must also submit the subcontractors' capabilities and experience, and the portion of the work to be done by the subcontractors. All contractors' subcontractors used to meet the 10% goal will come from Group B pool of pre-qualified vendors list. The use of any outside subcontractors other than those listed in Group B pool of pre-qualified contractor list is prohibited until the 10% goal is met. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County, per Section 2, Paragraph 2.6(A). If the contractor fails to identify after bid submission and prior to award when the County has identified subcontractors from Group B pool of prequalified contractor list may not be allowed to submit and enter in an agreement with subcontractors identified in Group C. All subcontractors must meet the same qualification criteria set forth in Section 2, Paragraph 2.6.

In the event that the Contractor intends to subcontract any part of its work under the contract to another SBE contractor not approved at the time of contract award, the Contractor shall request approval from the Internal Services Department, Procurement Management Services Division, and the Sustainability, Planning and Economic Development Department, Small Business Development Division to add the subcontractor to the Group B pool of prequalified contractors list. The Contractor must receive written consent of approval from the County prior to the subcontractor(s) performing any work.

Only subcontractors from Group B pool of prequalified contractors list identified at time of contact award or thereafter approved by the County will be allowed on County premises. The responsibility of the subcontractor shall be solely borne of the contractor.

Pursuant to Florida Statute 255.05 and Miami-Dade County Code Section 10-35, all payments to the contractor's subcontractor shall be made within ten (10) calendar days of receipt of the partial payment by the contractor. With the exception of the first partial payment, the vendor must pay all of its subcontractors and suppliers who have performed

any work or supplied any materials for the project within ten (10) calendar days after receipt of the partial payment by vendor for monies due such subcontractors and suppliers. The contractor must provide the County's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or supply any materials on the project as of the date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the contractor. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment - identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the contractor fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until the statement of satisfaction or the consent of surety to requisition payment is furnished.

2.24 COMPLIANCE/REGULATIONS

2.24.1 FEDERAL FUNDING

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

The provision of the Federal Highway Administration (FHWA) Form 1273, Required Contract Provisions Federal-Aid Construction Contracts, applies to all work awarded pursuant to this bid. The FHWA Form 1273 is enclosed herein an Attachment A.

2.24.2 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 Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through Miami-Dade County's Permitting, Environment and Regulatory Affairs Department (PERA), Overtown Transit Village North, 701 NW 1st Court, Miami, Florida 33136. At the end completion of the work, all vendors shall be required to submit an affidavit attesting that all materials have been disposed at a permitted disposal facility not owned by Miami-Dade County.

2.24.3 "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.24.4 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.25 LICENSES, PERMITS AND FEES

The contractor(s) shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the contractor(s) for failure to obtain required licenses, permits or fines shall be borne by the contractor(s).

2.26 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service 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 any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

- Definitions
- 2. Minimum Wages and Posting of Information.
- 3. Liability for Unpaid Wages; Liquidated Damages; Withholding
- 4. Payrolls, Records and Reporting
- Subcontracts
- 6. Complaints and Hearings; Contract Termination and Debarment

1. **DEFINITIONS**

- A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Mayor to resolve disputes arising from the enforcement of the Living Wage Ordinance.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. "Compliance officer" means the County Mayor or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

- E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
 - (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade
 - County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (i) food preparation and/or distribution;
 - (ii) security services;
 - (iii) routine maintenance services such as custodial, cleaning, refuse removal,
 - repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;

- (v) transportation and parking services including airport and seaport services:
- (vi) printing and reproduction services; and,
- (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.
 - (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tiprelated porter assistance services, including curbside check-in;
 - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
 - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate

prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

- (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
- (vii) Janitorial Services;
- (viii) Delayed Baggage Services;
- (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
- (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
- (xi) In warehouse cargo handlers.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.
- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.
- N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a

qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.
 - (1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:
 - i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.
 - ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than biweekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

- E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.
- F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30)

days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such

action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

- D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.
- E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered

employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

- (1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
- (2) For the second underpayment, a penalty in an amount equal to 20% thereof:
- (3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;
- (4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned

and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

- a. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. **SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Mayor in writing and the County Mayor shall appoint an administrative hearing officer and set a time for an

administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
 - 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - 2) The penalties assessed;
 - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing.

The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Mayor determines a covered employer failed to comply with these provisions a forth time, the non-complying covered employer's service contract with the County may be terminated.
- G. The County Mayor may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

2.27 NOTIFICATION AND COMPLETION OF WORK

The contractor shall neither commence any work nor enter a County work premise until a purchase order directing them to proceed with various items of work has been received from an authorized County representative. All work assignments during the contract period will be on an "as needed/when needed" basis, complying with notification requirements. Contractor(s) shall assume no guarantees as to the number or frequency of work assignment or the amount of payments under the terms of this contract. The County's authorized representative shall generate and issue a purchase order for each project to be performed under this Contract. The purchase order shall include the description and scope of work to be completed. For purposes of identification and payment, the purchase order shall be numbered and dated.

The County expects the contractor to dispose a minimum of 5,000 cubic yards per day (See Section 3.4). The work will be assigned through the use of purchase orders.

Contractor(s) must cover debris contained in all trucks and/or trailers being hauled and disposed at a permitted disposal facility not owned by Miami-Dade County prior to leaving the staging areas.

Should the Contractor(s) fail to complete the work in accordance with the performance requirements, it is hereby agreed and understood that the County reserves the authority to cancel the purchase order(s), and utilize the services of other contractor(s) in order to complete the work. If the County exercises this authority, the County shall be responsible for paying the Contractor for work that was completed and found acceptable to the County in accordance with the Bid Specifications. Contractor(s) terminated may be found in default will not be given additional work during the remainder of the event.

BID NO.:

SECTION 2 SPECIAL CONDITIONS Hauling and Disposal Emergency Debris

2.28 WORK ACCEPTANCE

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work and appropriate invoicing.

2.29 ACTIVATION / METHOD OF REMOVAL

2.29.1 ACTIVATION OF CONTRACT

Immediately following a disaster, the County's user department(s) may issue a purchase order to the designated Contractor(s) as a Notice to Proceed (NTP) for the hauling and disposal of debris on an "as-needed/where-needed" basis, and identify the staging areas per Section 3.2.1.

The County shall retain the option to activate whatever staging areas it deems appropriate, consistent with the disaster, and to assign the work in accordance with the provisions of this Invitation to Bid. Contractor(s) must begin work within 24 hours of initial notification. In addition, the Contractor(s) shall provide the County with a list of their subcontractors and their written agreement within seven (7) days of activation. Load tickets must have the name of a subcontractor identified in the Contractor's list as a company working for them in order to be paid. Under no circumstances will the Contractor(s) mix debris being disposed for others with debris being disposed under this contract.

2.29.2 METHOD OF REMOVAL

The Contractor(s) is cautioned that debris will only be removed from staging areas (See Section 3.2.1) designated by the County. The Contractor(s) is solely responsible for the hauling and disposal of debris stored at the staging areas.

The Project Manger reserves the right to activate or de-active staging areas as needed at the County's sole discretion. All vehicles utilized in the hauling and disposal of debris to the fully permitted disposal facility(ies) must be equipped with adequate means of containing the load while transporting the debris from the staging area

2.30 PURCHASE OF OTHER ITEMS

While the County has listed all major items within the scope of the solicitation which are utilized by County departments in conjunction with its operations, there may be additional like items that must be added to the contract after award. Under these circumstances, a County representative will contact the contractor(s) and obtain a price quote for the additional like items. The county reserves the right to award these additional items to the contractor under this contract, or another commercial source, based on the lowest price quoted. If the contractor under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the contractor and the County.

SECTION 3 TECHNICAL SPECIFICATION Hauling and Disposal Emergency Debris

3.1 SCOPE OF WORK

The Work to be performed consists of hauling and disposal of emergency debris loaded at staging areas (see Section 3.2.1) caused by a natural disaster occurring in Miami-Dade County, and disposing said debris from the staging areas to disposal facilities not owned by Miami-Dade County. Emergency Debris shall include, but not limited to, the following categories:

- a) Trees and vegetation (including detached stumps)
- b) Burnables miscellaneous lumber, paper, furniture, etc.
- c) Construction and demolition debris miscellaneous concrete items, metal plaster, glass etc.
- d) White Goods stoves, refrigerators, washers, dryers, water heaters, etc.
- e) Tires
- f) Mulch
- g) Ash from incineration of hurricane debris

3.1.1 Objectives inherent within this contract are:

- 1) Fast mobilization and high capacity of hauling debris
- 2) Environmentally acceptable disposal
- 3) Efficient hauling and disposal of emergency debris

The Contractor(s) shall furnish all labor and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such equipment shall be of a suitable type for the work classification shown in Section 2, Paragraph 2.6 A (1-4). All equipment shall be subject to the inspection and approval of the County's Project Manager.

Although this solicitation does not identify the equipment needed to perform the work, it is hereby understood and agreed that if, in the County's sole discretion, it is determined that additional equipment is required to haul a minimum of 5,000 cubic yards per day of emergency debris, the Contractor is obligated and must have the capability to secure whatever is necessary to successfully perform the work in as expeditious a manner as possible.

Equipment used must be in compliance with all applicable federal, state, and local regulations. Any truck/trailer used to haul and dispose debris must be capable of rapidly dumping its load without the assistance of other equipment. Trucks and/or trailers must be equipped with some type of net or other material to cover the load and a tailgate that will effectively contain the debris during transport and that will permit the truck to be filled to capacity. All trucks must be pre-measured and marked for their cubic yard load capacity.

SECTION 3 TECHNICAL SPECIFICATION Hauling and Disposal Emergency Debris

3.2 STAGING AREAS / DISPOSAL SITES

3.2.1 STAGING AREAS

Throughout the County, there will be various designated staging areas where debris designated for disposal may be stored. Contractor(s) will be required to haul and dispose debris from any staging areas. The County shall retain the option to activate whatever staging areas it deems appropriate, whenever it is deemed appropriate, consistent with the disaster. The County may also add or delete staging areas, at its sole discretion. The current staging areas are as follows:

NORTH:	
North Dade Landfill: 21500 NW 47 th Avenue	
CENTRAL:	
58 TH Street Landfill: Northwest 58 th Street and 92 nd Avenue	
SOUTH:	
Old South Dade Landfill: 23707 SW 97 th Avenue	

Contractor(s) will <u>not</u> be permitted to commingle debris from any other source than the staging areas.

Contractor(s) shall be responsible for identifying all of their equipment and shall display a placard provided by Miami-Dade County, with their company's name, telephone number, the truck number, and the truck's cubic yard capacity clearly visible on the doors of each vehicle.

3.2.2 DISPOSAL FACILITY

A disposal facility must be authorized by the Environmental Protection Agency (EPA) or delegated state or local authority to accepted solid waste.

The Contractor(s) shall transport all debris directly from the staging areas to fully permitted disposal facilities not owned by Miami-Dade County.

3.3 LIMITATION OF OPERATIONS

All Contractor(s) shall agree to be loaded at the staging areas (See Section 3.2.1) from 6:00 A.M. to 7:00 P.M., Monday through Sunday. Contractor(s) must be available for emergency calls or service twenty-four (24) hours per day/ seven (7) days per week, 365 days per year. The County reserves the right to require 24-hour per day service, if deemed necessary, at the sole discretion of the County.

3.4 PERFORMANCE REQUIREMENTS

Contractor(s) have the sole responsibility for hauling and disposal of debris in accordance with the Special Conditions and the Technical Specifications specified in the bid, and must possess the ability and capability to remove the debris from the staging areas (See Section 3.2.1).

BID NO.:

SECTION 3 TECHNICAL SPECIFICATION Hauling and Disposal Emergency Debris

Upon receipt of a purchase order, Contractor(s) shall commence the work within the time specified in the contract and continue such work in an expeditious manner to a conclusion acceptable to the Project Manager, provided however, that disposal of a minimum of 5,000 cubic yards of debris per day is required.

3.5 STORAGE OF EQUIPMENT

The Contractor(s) shall be responsible for locating areas not within the staging area sites where the Contractor's equipment may be stored, serviced, or repaired. No vehicle or equipment may be stored at the staging areas. Any vehicle or equipment stored at the staging area sites will be towed away at the Contractor's expense. No camping or overnight stays will be allowed within the staging areas.



Revised: February 4, 2009

Required Contract Provisions Federal-Aid Construction Contracts

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. <u>Subletting or Assigning the Contract</u>
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4, and 7; Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

- 6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- EEO Officer: The contractor will designate and make known to the SHA
 contracting officers an EEO Officer who will have the responsibility for and
 must be capable of effectively administering and promoting an active
 contractor program of EEO and who must be assigned adequate authority
 and responsibility to do so.
- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4 **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6 Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor

- shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9 Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:

- 1. The number of minority and non-minority group members and women employed in each work classification on the project:
- 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of

subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the

proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - A. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

- B. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- C. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- D. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

A. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

- individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- B. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- C. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- D. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name and the last four digits of the social security number, for each such employee; his or her correct

classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked: deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

- payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- 3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in

paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
 - c. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 - d. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
 - e. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection

with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed there under.
- 4. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

5. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily

- excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

1. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to

- which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

^ ^ ^ ^

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

VIII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

© FHWA

United States Department of Transportation - Federal Highway Administration - Infrastructure

SECTION 4 BID SUBMITTAL FORM Hauling and Disposal Emergency Debris

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M. WEDNESDAY , 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED INMIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: hir

ISD/PMS

Date Issued:

This Bid Submittal Consists of

Pages 29 through 40+Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Hauling and Disposal of Emergency Debris

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids. A Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN TH	IS SPACE
ACCEPTED HIGHER NON-RESPONSIVE NON-RES	THAN LOW SPONSIBLE
DATE B.C.C NO BID _	
ITEM NOS. ACCEPTED	
COMMODITY CODE: 910-27, 962	-39, 988-46, 990-30
Procurement Contracting Officer	Herman Ramsey

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

letterhead.

BID SUBMITTAL FOR: Hauling and Disposal Emergency Debris

FIRM NAME:	
GROUP A: PRIME CONTRACTORS (GENERAL INFORMATION
Provide name of office staff that is capable of meet 5:00 PM EST, Monday through Friday.	
Contact Person:	
Company Name:	
Office Address:	
City/State/Zip Code:	
Telephone Number:	
Facsimile (Fax) Number:	
Emergency Telephone Number:	
E-Mail Address:	
Miami-Dade County SBE Certification No.:	
Miami-Dade County General Hauler Permit No.:	
This information is the contractor responsibility to	keep current. Any changed information

should be sent to the appropriate Officer in a signed written form i.e. e-mail or a firm's

FIRM NAME:	

GROUP B AND C: SUBCONTRACTOR:	S GENERAL INFORMATION
Provide name of office staff that is capable of meet	ing the County's needs from 7:00 AM to
5:00 PM EST, Monday through Friday.	
Contact Person:	
Company Name:	
Office Address:	,
City/State/Zip Code:	
Telephone Number:	
Facsimile (Fax) Number:	
Emergency Telephone Number:	
3 , [
E-Mail Address:	
Miami-Dade County SBE Certification No.:	
Miami-Dade County General Hauler Permit No.:	
This information is the contractor responsibility to	keep current. Any changed information
should be sent to the appropriate Officer in a sig	
letterhead.	

FIRM NAME:	

	GROUP A: PRIME CONTRACTORS	
ITEM NO.	DESCRIPTION	CHECK
Section 2 Paragraph	Check applicable categories below to indicate	
2.6 A	the related activity(ies) of having been an	
	established, duly-licensed firm engaged in	
	business anywhere in the United States within	
	any one of the below activities for a minimum	
	period of one year as of the date of bid	
	submission.	
1	Bulk hauling of debris, or fill	()
2	Construction involving land clearing	()
3	Demolition	()
4	Trash and garbage hauling	() .
	Diagon submit and of the filling	
	Please submit one of the following as proof of	
	having been in business for a minimum of one	
	year.	
	Copy of previous year's Local Business Tax	
	Receipt (Occupational License) or occupational license certificate from the City or County where	
5	business is located.	. ()
6	Copy of previous year's tax returns	
	copy of provious year a tax returns	
Section 2 Paragraph	The Contractors must produce acceptable proof	Check if equipment list,
2.6 B	of ownership or long-term lease (12 months or	lease or title attached
	more) of the equipment necessary to perform	iodeo or title attacined
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Section 2 Paragraph	the work, with the capacity to move a minimum of 5,000 cubic yards of hurricane debris per day for the duration of the contract. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling.	()
Section 2 Paragraph 2.6 C	the work, with the capacity to move a minimum of 5,000 cubic yards of hurricane debris per day for the duration of the contract. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling. Equipment list	()
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	the work, with the capacity to move a minimum of 5,000 cubic yards of hurricane debris per day for the duration of the contract. The equipment list must have the make, model, year, and estimated cubic yard capacity that each piece of equipment is capable of hauling. Equipment list The Contractor must possess a General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. At a minimum, one vehicle must be permitted at the time of qualification. If the bid is activated in an emergency, then all vehicles used must comply with Section 15.17 of	()

FIRM NAME:	· ·	

G	ROUP A: PRIME CONTRACTORS (CONTINUES)	The state of the s
ITEM NO.	DESCRIPTION	CHECK
Section 2 Paragraph 2.6 D	The Contractor must provide a list of at least three commercial or government accounts for which it has provided services in any of the classifications shown in paragraph 2.6A within the past twelve months.	J. Z. J.
	Company Name:	
	Contact Person:	
	Title:	
	Address:	
	Phone Number:	
	Email:	
	Project Start Date: End Date:	
	Work Description:	
	Company Name:	
	Contact Person:	
	Title:	
	Address:Phone Number:	
	Email:	
	Project Start Date: End Date:	
	Work Description:	

FIRM NAME:	

G	ROUP A: PRIME CONTRACTORS (CONTINUES)	a de la companya de
ITEM NO.	DESCRIPTION	CHECK
Section 2 Paragraph 2.6 D	The Contractor must provide a list of at least three commercial or government accounts for which it has provided services in any of the classifications shown in paragraph 2.6A within the past twelve months.	
	Company Name:	
	Contact Person:	
	Title:	
	Address:	
	Phone Number:	
	Email:	
	Project Start Date: End Date:	
	Work Description:	
Section 2 Paragraph	The Contractor must provide a signed letter of	1
2.6 E	commitment from a permitted disposal facility not owned by Miami-Dade County in which such facility commits to	letter.
	by Miami-Dade County in which such facility commits to the contractor to accept a minimum of 485,000 cubic	·
	yard of hurricane debris within a period of three months.	
	Signed letter of commitment	()

Subm	ittals packages shall contain the following	Check
1	Proof of being established for a minimum of one year	()
2	Proof of equipment ownership and long term lease	()
3	Copy of General Hauler Permit	()
4	Completed Section 4: Bid Submittal Forms	()
5	Three commercial or governmental references	()
6	Signed commitment Letter	()
7	Required Affidavits (Appendix)	()

FIRM NAME:	

	GROUP B AND C: SUBCONTRACTORS	
ITEM NO.	DESCRIPTION	CHECK
Section 2 Paragraph	Check applicable categories below to indicate	
2.6 A	the related activity(ies) of having been an	
	established, duly-licensed firm engaged in	
	business anywhere in the United States within	
	any one of the below activities for a minimum	
	period of one year as of the date of bid	
	submission.	
11	Bulk hauling of debris, or fill	()
2	Construction involving land clearing	
3	Demolition	()
4	Trash and garbage hauling	()
	Please submit one of the following as proof of	
	having been in business for a minimum of one	
是不是不是一个是一个人的。	year.	
]	Copy of previous year's Local Business Tax	
	Receipt (Occupational License) or occupational	1.
	license certificate from the City or County where	
5	business is located.	()
6	Copy of previous year's tax returns	()
Section 2 Paragraph	The Contractors must produce acceptable proof	Check if equipment list,
2.6 B	of ownership or long-term lease (12 months or	lease or title attached
	more) of the equipment necessary to perform	
	the work for the duration of the contract. The	
	equipment list must have the make, model, year,	
	and estimated cubic yard capacity that each	
	piece of equipment is capable of hauling.	
	Equipment list	()
Section 2 Paragraph	The Contractor must person a Constitution	
2.6 C	The Contractor must possess a General Hauler	
2.00	Permit pursuant to Section 15.17 of the Miami-	
	Dade County Code. At a minimum, one vehicle	
	must be permitted at the time of qualification. If	
	the bid is activated in an emergency, then <u>all</u> vehicles used must comply with Section 15.17 of	
	the Miami-Dade County Code.	
	Copy of General Hauler Permit with one vehicle	
	permitted.	
	pormittou.	

FIRM NAME:	

GR	OUP B AND C: SUBCONTRACTORS (CONTINUES)	
ITEM NO.	DESCRIPTION	CHECK
Section 2 Paragraph	The Contractor must provide a list of at least three	
2.6 D	commercial or government accounts for which it has	
	provided services in any of the classifications shown in	
	paragraph 2.6A within the past twelve months.	il (September 1980) - principal (Species 1980)
	Company Name:	
	Contact Person:	
	Title·	
	Title:	
	Address:	
	Phone Number:	
	Email:	
	Project Start Date: End Date:	
	Work Description:	
	Company Name:	
	Contact Person:	
	Title:	
	Address:	
	Phone Number:	
	Email:	
	Project Start Date: End Date:	
	Work Description:	
		and the second s

FIRM NAME:		

GR(OUP B AND C: SUBCONTRACTORS (CONTINUES)	
ITEM NO.	DESCRIPTION	CHECK
Section 2 Paragraph 2.6 D	The Contractor must provide a list of at least three commercial or government accounts for which it has provided services in any of the classifications shown in paragraph 2.6A within the past twelve months.	
	Company Name:	
	Contact Person:	
	Title:	
	Address:	
	Phone Number:	
	Email:	
	Project Start Date: End Date:	
	Work Description:	

		Check
1	Proof of being established for a minimum of one year	()
2	Proof of equipment ownership and long term lease	()
3	Copy of General Hauler Permit	()
4	Completed Section 4: Bid Submittal Forms	()
5	Three commercial or governmental references	()
6	Required Affidavits (Appendix)	()

SECTION 4 BID SUBMITTAL FOR:

Hauling and Disposal Emergency Debris

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES
PART I:
LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID
Addendum #1, Dated
Addendum #2, Dated
Addendum #3, Dated
Addendum #4, Dated
Addendum #5, Dated
Addendum #6, Dated
Addendum #7, Dated
Addendum #8, Dated
PART II:
☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID
FIRM NAME:
AUTHORIZED SIGNATURE: DATE:
TITLE OF OFFICER:



Bid Title: Hauling and Disposal of Emergency Debris

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award. Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission. Place a check mark here only if bidder has such conviction to disclose. By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: __ In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference. LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. ☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal. COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County? Yes_ If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____

MIAMI-DADE COUNTY BID NO.:



Firm Name:	
Street Address:	
Mailing Address (if different):	
Telephone No.:	
Email Address:	FEIN No / / _ / _ / _ / _ /
Prompt Payment Terms:% days netdays Conditions)	s (Please see paragraph 1.2 H of General Terms and
Signature: *"By signing this document the bidder agrees to all Terms and C	(Signature of authorized agent) Conditions of this Solicitation and the resulting Contract."
Print Name:	Title:
PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY N	OCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL DCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS



Miomi-Dade County Internal Services Department Procurement Management Division

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a <u>new</u> Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

	Contract No. :	Federal E Identifica	mployer ilion Number (FEIN):	
	Contract Title:			
	Affidavits and Le	egislation	n/ Governing Body	, . y
1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6.	Miami-Dade Count Section 2-8.1 of the Co	y Vendor Obligation to County unty Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2.8-1(d)(2) the County Code	of 7.	Article 1, Section 2-8.1(i	by Code of Business Ethics and 2-11(b)(1) of the County Code through (6) ade and County Ordinance No 00-1 amending County Code
3.	Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8.	Miami-Dade Count Article V of Chapter 11	
4.	Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	Miami-Dade Count Section 2-8.9 of the Co	
5.	Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10.		nty Domestic Leave and Reporting 50 11A-67 of the County Code
L		L	J.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Printed Name of Affiant	Printed	I Title of Affiant	Signature of Affiant
	Name of Firm			Date
	Address of Firm		State	Zip Code
	Notar	y Public II	<u>nformation</u>	
No	ary Public – State of C	County of		
Sub	scribed and sworn to (or affirmed) before me this		day of,	20
by	He or st	he is person	ally known to me	or has produced identification
Тур	e of identification produced			
	Signature of Notary Public			Serial Number
	Print or Stamp of Notary Public Expirat	lion Date		Notary Public Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

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		7,1,1

MIAMI-DADE COUNTY

SUBCONTRACTOR/SUPPLIER LISTING (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

BID NO.: *

Firm Name of Prime Contractor/Respondent		FEIN#													
In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.	0.34 of the Miami-Dade County Cod sional services which involve expend bidder/respondent who is awarded this ose identified, except upon written app ontract and sign the form below.	Sode, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of enditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no	s a condit all bidder substitute f espondent	ion o s/rest irst tik	awar oonder er sub Id ent	d by and the contract of the c	Il bidders/re County or tors or dire vord "NONE	ssponden Public He ct supplie	ts on Callth Tres or the app	county co e porti	cont nstru ons c	racts ction of the iding	for F cont cont of thi	ourcha racts ract w s forn	se of which ork to if no
In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the evencise that the successful bidder shall be obligated to exercise that the same to the County prior to the County not later than 100 later than 100 later than the comes available and, in any event, prior to final payment under the contract. (Please duplicate this form is padetional space is needed.)	ity contracting with the County shall re Sounty prior to award that the race, going the same to the County not later if IPI	all report the race, gender and ethnic origin of the owners and e. gender, and ethnic information is not reasonably available; et than ten (10) days after it becomes available and, in any ever than ten (10) days after it becomes available and, in any every Please dunlicate this form if additional space is needed.	origin of the origin of the origin of the available ional span	ably a	ners a vailab n any	nd errie at ti	ployees of a time, the prior to final	all first tie success paymen	r subcc ful bidc t under	intract ler sha the co	ors/su	oblido oblido	ars. <u>j</u>	n the to ex	event ercise
			(Enter t	he nu	Princ mber by ra	Principal Owner nber of male and by race/ethnicity)	Enter the number of male and female owners by race/ethnicity)	owners	(Ento	Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)	Emparaments	Employee(s) Imber of males and the nu	e(s) male e nun	and fe	male
Business Nome and Address of First Tier		Scone of Wark to be	Gender	-		Race	Race/Ethnicity		Gender	ler		Rac	e/Eth	Race/Ethnicity	
Subconsultant	Principal Owner	Performed by Subcontractor/ Subconsultant	Σ π	White	Візск	oinsqeiH oiliosquisA	Islander Mative American/Nativ e Alaskan	Оџрек	M	[X4	White	Black	Hispanic Asian/Pacific	Islander Native American/Nativ	e Alaskan Other
				+		-					T	\dagger	\downarrow	_	+
			(Enter t	he nu	Princ mber by ra	Principal Owner nber of male and by race/ethnicity)	Principal Owner (Enter the number of male and female owners by race/ethnicity)	owners	(Ente	Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)	Emj rumb ees a	Employee(s) Imber of males and the nues by race/et	e(s) male e num e/eth	and fe	male
			Gender	_		Race	Race/Ethnicity		Gender	ler		Rac	e/Eth	Race/Ethnicity	
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	M H	White	ВІвск	oinsqeiH oiliosq\nsisA	Islander Mative American/Nati	Other	Σ	ĮZ.	9)idW	Black	office Asian/Pacific	Islander Native American/Nati	ve Alaskan Other
				$\perp \downarrow$		$\ \cdot\ $									
Mark here if race, gender and ett	Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or	and will be provided at a later d	late. This	data	ma	pe su	mitted to (Contract	ng/Use	r dep	artm	ant o	4	on-line to the	to th
Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp . I certify that the representations contained in this Subcontractor/Sumilier listing are to the best of my knowledge true and accurate.	n of the Regulatory and Economic Fulls Subcontractor/Supplier listing are t	Resources Department at http://r	ccurate.	idad	3.gov/	busin	ss/busine	ss-devel	pment	asp.					

SUB 100 Rev. 6/12

Date

Print Title

Print Name

Signature of Bidder/Respondent



SMALL BUSINESS ENTERPRISE PROGRAM (SBE) (Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

Acknowledgement of an Agreement form*

See Appendix for further details.

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

111 NW 1st STREET, 19th FLOOR MIAMI, FLORIDA 33128 PHONE: (305) 375-3111 FAX: (305) 375-3160

Revised October 2008

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	a. Certificate of Unavailabilityb. Utilization Reportc. Acknowledgement of an Agreement	SBD 502 SBD 503 SBD 504

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

- 1. Agreement means a duly executed legally binding contract.
- 2. Available or availability means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
 - a. Reasonably estimated, uncommitted capacity;
 - All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
 - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
 - d. The ability to otherwise meet bid specifications.
 - 3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
- 4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
- 5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
- 6. Certificate of Unavailability means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
- Certification List means a list maintained by the Department of Business
 Development that contains the names, addresses, and certification expiration date, of
 certified SBEs, sorted by trade, service, and/or commodity.
- 8. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

- enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.
- 9. Compliance Monitor means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
- 10. Contract means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
- 11. Contract Measure means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
- 12. Contracting Officer means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
- 13. County means Miami-Dade County, Florida, a political subdivision of the State of Florida.
- 14. SBD means the Department of Small Business Development.
- 15. *DPM* means the Department of Procurement Management.
- 16. Goods mean any tangible product, material or supply that is not a service.
- 17. Joint venture means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- 18. *Joint Venture Agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
- 19. MDC means Miami-Dade County, Florida.
- 20. Prompt Payment is the intent of the Board that all firms, including SBEs and Micro Enterprises providing goods and services to the County, receive payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

- 21. Review Committee or RC means the committee established by the County Mayor to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
- 22. Service means work offered for public or private consumption that does not consist primarily of goods.
- 23. Set-aside means the designation of a given contract for competition among SBEs.
- 24. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
- 25. Subcontractor goal means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
- 26. Successful Bidder means the bidder to which the contract is awarded.
- 27. Utilization Report means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
- 28. Work means the provision of goods or services.

B. GENERAL INFORMATION

- 1. The bidder shall fully comply with these Provisions which implement Miami- Dade County Ordinance 05-29 and Administrative Order 3-41.
- 2. SBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
- Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Small Business Development (SBD) at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/sba.

C. CERTIFICATION

- In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
- 2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/sba.
- 3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
- 4. Bidders/Awardees are governed by the certification policies and procedures set forth by SBD for the certification of SBEs.
- 5. Joint Ventures: Only SBE joint ventures approved by SBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where SBD concludes that an SBE brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides

- a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from SBD.
- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
- c. An SBE may perform 100% of the set-aside with its own workforce.
- d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.

e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.

2. Subcontractor goals

a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall be in writing, shall be executed by the bidder and the SBE, and shall specify the scope of work, percentage of services the SBE will provide, and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from SBD, bidders/proposers shall be allowed up to 48-hours after bid submission to cure correctable defects in the Agreement.

Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, shall deem a bid non-responsive.

- b. The Agreement shall incorporate:
 - i. The scope of work to be performed by the SBE; and
 - ii. The percentage of services the SBE will provide; and
 - iii. The prompt payment obligation; and
 - iv. The SBE joint venture Agreement; if applicable
- c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.
- d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.
- e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.
- f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:

- One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
- ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from SBD.
- iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;
- iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.
- g. To prove lack of availability, at time of bid submission, bidders must submit the following:
 - i. Certificate of Unavailability (Form No. SBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and
 - ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and
 - iii. A statement of the bidder's contacts with SBD for assistance in determining available SBEs; and
 - iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
 - v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.

- 2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.
- 3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
- 4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- 5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Mayor that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

- 1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.
- 2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
- 3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.

- 4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and SBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
- 5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

- 1. SBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
- 2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.
- 3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
- Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
- 5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.

- 6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
 - a. Termination of an SBE's Agreement;
 - b. Reduction in the scope of work to be performed by an SBE
 - c. Modifications to the terms of payment or price to be paid to an SBE
 - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
- 7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
- 8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

- Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:
 - a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 - b. Work stoppage;
 - c. Termination, suspension, or cancellation of the contract in whole or part;
 - d. Loss of SBE certification.
- 2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
- 3. The foregoing notwithstanding, the County Mayor shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.

- 4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contact. The procedures for making up the SBE deficit shall follow SBD policy.
- 5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:
 - a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
 - b. A prime vendor not meeting an SBE contract measure;
 - c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
 - d. Failure to timely submit utilization reports;
 - e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - f. Failure to maintain certification:
 - g. Deviations from the SBE agreement without prior approval from SBD;
 - h. Termination of the SBE's agreement without prior approval from SBD;
 - Reduction of the scope of work of the SBE subcontract without prior approval from SBD; or
 - j. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD
- Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

A respondent may initiate the appeals process after administrative penalties are imposed.

- K. APPENDIX
 - 1. Forms
 - a. Certificate of Unavailability SBD 502
 - b. Utilization Report SBD 503

APPENDIX A



Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No.	
(Name of Prime Contractor)	(Firm Name)
(Address)	(Telephone No.)
I contacted the	to obtain a bid for work items to be
*SBE : performed on Miami-Dade County project by	Firm at, the SBE firm was unavailable to perform or submit a bid
due to the following reasons:	•
a. SBE firm did not respond t	to the invitation.
b SBE firm was not available	e to work.
c SBE firm was not the lowe	est acceptable bidder.
	etails of their efforts in soliciting to SBE firms, i.e., advertising, on provided will be verified. Attach all supporting documents sucl, etc.
recruit eligible firms, i.e., advertising, person	sitation of SBE firms contractors, please detail your efforts to hal calls, mailing lists, etc. Information provided will be such as newspaper ads, phone lists, mailing lists, etc.
(Prime Contractor Signature)	(Date)
Title	

^{*}If multiple SBE firms are contacted, please make additional copies as deemed necessary.

Instructions for the Monthly Utilization Report (MUR)

FINAL: Indicate if MUR is the final submission (Final MUR should be submitted upon the completion and final payment of project)

Reporting Period: The period for which the MUR payment information is being submitted

Project Name: The assigned project name as it is identified in the contract documents

Project Number: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Projected Start Date: Notice to Proceed Date or date of work commencement

CSBE Project Measures: Percentage of measure applicable to this project (enter value in appropriate measure type)

Prime Contractor: Name of Awardee, Address and Phone Number

Contract Award Date: Date of contract award

Contract Award Amount: The dollar amount awarded in the contract documents

Change Order Amount: The total dollar value of all approved change orders

Contract Period: Total number of days of Contract as listed in contract documents and all approved Change Orders

% Complete To Date: The Proportion of work that has been completed for this project stated as a percentage

Completion Date: The anticipated date project will be completed

Amount Requisitioned this Period: The dollar amount billed to MDC for work performed during the listed reporting period

Date Requisitioned: The date requisitioned amount was submitted to MDC

Total Amount Requisitioned to Date: The total dollar amount requisitioned for work performed during reporting period

Last Payment by Miami Dade County (MDC): The last dollar amount paid to Prime by MDC for reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check YES if payment by MDC was made within 14 days of prime's requisition; Check NO if payment by MDC was not made within 14 days of prime's undisputed requisition

<u>Did last MDC Payment Equal Requisition Amount:</u> If requisition was paid in full check YES; if requisition amount was not paid in full check NO and explain reasons for payment difference in space provided

Total Amount Paid by MDC: The total amount paid to date by MDC in reporting period for the reporting period

Name of CSBE: The legal name of all subcontractor(s) meeting a goal listed on the Prime's Schedule of Intent (SOI) or Set-aside List of Subcontractor(s)

Tier (1, 2, 3, 4): The level of subcontractor participation (Tier 1 = subcontractor has a contract with the Prime; Tier 2 = subcontractor has a contract with the Tier 1 Subcontractor; Tier 3 = Subcontractor has a contract with the Tier 2 subcontractor; Tier 4 = subcontractor has a contract with the Tier 3 subcontractor)

Contract Period: The anticipated start and end dates of the subcontractor(s)

Goal % If Applicable: The goal percentage that is being fulfilled by subcontractor(s)

Description of Work: A brief description of the scope of work to be performed by subcontractor(s)

MUR-Procedures.doc December 2005

FINAL

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MONTHLY UTILIZATION REPORT

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Acknowledgement of an Agreement Small Business Enterprise (SBE) Program

In response to Miami-Dade County's Rethe undersigned hereby acknowledges remeasure to utilize the Small Business undersigned must enclose with the best Participation Provisions. This form 'Agreement' as required by Section 2 of	receipt and accepts the requirements of second seco	below; if awarded the contract. <u>TP</u> E Agreement as required by the SB	<u>he</u> E
Name of Prime Contractor/Own	ner or Authorized Representative	Firm Name	
Street Address		Telephone No.	
	Name of SBE Subcontractor*		
SBE Certification No.:	Expiration Date:	·	
Signature of 1	Prime Contractor/Owner or Authorized R	epresentative	
*If multiple SBE firms are to be utilized, please mai	ke additional copies as deemed necessary.		

Department of Small Business Development Stephen P. Clark Center (SPCC) 111 NW 1st Street, 19th Floor Miami, Florida 33128 Phone (305) 375-3111 Fax (305) 375-3160

For further information, contact the Department of Small Business Development (SBD) at 305-375-3111.

SBD FORM 504

Walters, Vivian (RER)

From:

Ramsey, Herman (ISD)

Sent:

Tuesday, July 31, 2012 8:35 AM

To:

Walters, Vivian (RER)

Cc:

Clark, Veronica (RER)

Subject:

RQID1200113: Hauling and Disposal of Emeregcny Debris





DBD DEPARTMENT

Draft 9360 -INPUTa.doc Hauling and Dispo...

Good morning Vivian,

Attachment you will find the DBD input document and draft bid solicitation for the above mentioned acquisition. Please process and provide a response at your earliest convenience.

If you have any questions, contact me at (305) 375-2851.

Thank you.

Herman Ramsey

Herman Ramsey Procurement Contracting Officer 1 Internal Services Department **Procurement Management Division** 111 NW 1st Street, Suite 1300 Miami, Florida 33128

Phone: (305) 375-2851 Fax: (305) 375-4407

E-Mail: hramsey@miamidade.gov.