

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

**New contract**  
  **OTR**  
  **CO**  
  **SS**  
  **BY**  
  **Emergency**  
 Previous Contract/Project No.: **NEW**

**Re-Bid**  
  **Other**

LIVING WAGE APPLIES:  YES  NO

Requisition/Project No: **ROID1500080**

TERM OF CONTRACT: **1** YEAR WITH 2 1-YR. OPTIONS TO RENEW

Requisition/Project Title: **LIQUID WASTE HANDLING SERVICES**

Description: **TERM CONTRACT FOR LIQUID WASTE HANDLING SERVICES**

User Department: **AVIATION (\$120K), PUBLIC WORKS & WM (\$150K), CORRECTIONS (\$200K), FIRE (\$40K), PARKS (\$70K), VIZCAYA (\$50K)**  
 Issuing Department: **ISD / PM**      Contact Person: **MAGGIE REYNALDOS: 305-375-4435; MTC@MIAMI-DADE.GOV**  
 Estimated Cost: **\$270,000**      Funding Source: **PROPRIETARY REVENUE, PROPRIETARY FUNDS, GENERAL FUND, FIRE DISTRICT FUNDS,**

**ANALYSIS**

Commodity/Service No: <b>90680 (SEWAGE COLLECTION SERVICES, TREATMENT AND DISPOSAL)</b>		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

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Signed: 

Date to DBD: ~~4/15/15~~ **4/16/15** 

Date Returned to DPM: \_\_\_\_\_

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**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

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

**2.2 TERM OF CONTRACT**

A contract resulting from this solicitation shall commence on the first calendar day of the month succeeding approval of its award, contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the month of a one (1) year term.

**2.3 OPTION TO RENEW**

2.3.1 The County shall have two (2) one-year options to renew a contract resulting from this solicitation, to be considered on a yearly basis.

2.3.2 The County will consider yearly price adjustments after the initial contract term. Such adjustments will be based on the Consumer Price Index (CPI) Urban Consumers, All Items, for the Miami- Ft. Lauderdale area, as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the bidders' responsibility to request price adjustments under this provision. Requests for price adjustments should be submitted to the Internal Services Department Procurement Management Division ninety (90) to forty (40) days prior to the contract's expiration date, if the adjustment is to be effective at the beginning of an exercised renewal term. Requests for price adjustment must clearly substantiate the requested increase. The County reserves the right to negotiate, approve, or disapprove price adjustments, in its best interest.

2.3.3 Continuation of the contract beyond the initial term, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.3.4 Should a bidder decline the County's right to exercise a renewal option, the County may consider the bidder in default which may affect the bidder's eligibility for future contracts.

**2.4 METHOD OF AWARD**

2.4.1 Method of Award: To the Lowest Priced Bidder per Group. Award of each group will be made to the lowest priced responsive and responsible bidder on a group-by-group basis. To be considered for award of a group, a bidder shall offer prices for all items within the group. If a bidder fails to submit an offer for all items within a group, its offer for that group may be deemed non-responsive.

2.4.2 Minimum Requirements - Bidders must meet the following requirements to be considered for award:

2.4.2.1 Bidders must be regularly engaged in the business of providing liquid waste handling services to be considered for award. Bidders shall provide references from customers to whom they have delivered liquid waste handling services. The references should include the customer's company name, and the name, title, address, telephone number, and e-mail address of the contact person who can verify that the bidder has successfully provided liquid waste handling services. These references shall ascertain to the County's

satisfaction that the bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required services.

- 2.4.2.2 Maintain an office equipped with, at least, a telephone, a facsimile (FAX) machine, and internet capabilities. All resources must be available twenty-four (24) hours a day to provide immediate support and expedite services. The bidder's office address, telephone and fax numbers, and e-mail address shall be included in their submittal.
- 2.4.2.3 Have staff authorized to discuss matters pertaining to the required services. This staff must be cognizant of the industry. Bidders shall list this staff, including their roles and contact information, in their submittal. The list shall include the staff's applicable experience.
- 2.4.2.4 Have, and maintain at all times, a Liquid Waste Transporters Operating Permit, issued by the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management. Proof of current permit should be included with the bidder's submittal.
- 2.4.2.5 Be equipped with the following gear. Bidders must list their equipment in Section 4, to affirm that the firm owns, or has access, to the required gear.
  - 2.4.2.5.1 A commercial truck unit capable of pumping-out heavy mud and debris from waste transfer stations, trash and recycling centers (TRCs or mini-dumps), lift stations, grease traps, landfill sites and other reservoirs, and wet wells.
  - 2.4.2.5.2 A 2,200 gallon tank capacity, 500 ft of ¾" 3,000/7,500 psi sewer hose, 3 state 0-200", turbo blower.
  - 2.4.2.5.3 A vacuum system with a hydrostatic drive, 180 degree articulating hose reel, handgun
  - 2.4.2.5.4 A 5 ft. telescopic boom, vacuum and drive system, and debris body flush out system
  - 2.4.2.5.5 A 34 ft., 8" aluminum vacuum tube with clamps; capable of pumping-out heavy mud and debris from pits that could be as deep as 20 ft.
  - 2.4.2.5.6 A visual metering method to be used on all vehicles used for pump-outs
- 2.4.3 Proof of Compliance to the Solicitation's Requirements: bidders are required to submit, with their bid submittal, all the specified information, documents and/or attachments as proof of compliance to the solicitation's requirements. However, Miami-Dade County may allow bidders to complete, or supplement, their proof of compliance to the solicitation's requirements during bid evaluation. Failure to provide proof of compliance to the solicitation's requirements, as requested by the County, may result in a bid being declared incomplete or non-responsive.
- 2.4.4 Verification of Information: The County may verify the information submitted by the bidders and may obtain and evaluate additional information, as it deems necessary to ascertain the bidders' ability to perform under the contract. The County shall be sole judge of a bidder's ability to perform, and its decision shall be final.

**2.4 PRICES**

The prices resultant from this solicitation shall prevail for the term of the initial contract term and any exercised option-to-renew, except as noted in Paragraph 2.3.

**2.6 GUARANTEE AGAINST DEFECTS**

The bidder shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment for a period of one (1) year after date of the County's acceptance of the labor, material and/or equipment. The bidder shall promptly correct all deficiencies, without cost to the County, within fourteen (14) calendar days after the County notifies the bidder of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

**2.7 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All bidders 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 bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.8 CLEAN-UP**

All unusable materials and debris shall be removed from the premises, at the end of each workday, and disposed of in an appropriate manner.

**2.9 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER**

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the solicitation's requirements, regardless of project completion status. All corrections shall be made within fourteen (14) calendar days of the County's notification. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified, the County may, obtain the services of another bidder to correct the deficiencies and charge the deficient bidder for these costs, and/or terminate its contract with the deficient bidder for default.

**2.10 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER**

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

**2.11 LEGAL REQUIREMENT FOR POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Miami-Dade Regulatory and Economic Resources (RER) Environmental Resources Management, 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

**2.12 WORK ACCEPTANCE**

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

**2.13 INDEMNIFICATION AND INSURANCE** – In addition to the requirements in Paragraph 1.21 of the General Terms and Conditions, the following shall apply to Group 1 and all other services required by the Miami-Dade Aviation Department (MDAD)

2.13.1 Contractor 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 Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

2.13.2 The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

2.13.2.1 Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2.13.2.2 Commercial General Liability Insurance in an amount not less than \$1,000,000 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.

2.13.2.3 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

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

2.13.4 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:

2.13.4.1 The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

2.13.4.2 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

2.13.5 Certificate Holder Must Read: Miami-Dade County  
111 NW 1<sup>st</sup> Street  
Suite 2340  
Miami, FL 33128-1989

2.13.6 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.

2.13.7 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.

2.13.8 The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Paragraph remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor. 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 re-procurement damages from the Contractor in accordance with Paragraph 1.25 of the General Terms and Conditions.

## **2.14 OMISSION FROM THE SPECIFICATIONS**

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

## **2.15 EMERGENCY SERVICE**

Successful bidders shall provide 24 hours, 7 days a week emergency service to the County under the contract. Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two hours after notification by the County.

**2.16 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, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder/service contractor 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](http://www.miamidade.gov). This Supplemental General Condition is organized with the following sections:

#### 2.16.1 Definitions

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- 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 Code, implementing Administrative Order, No. 3-20 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development (SBD) 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 Code 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 County 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 the Code, 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.
- J. Covered services are any 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 at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at 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 tip-related 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 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 benefits in effect for the fiscal year in which the work is performed.
- 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, reviewing certifications submitted by covered employers to the County to include, reviewing complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.
- 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.
- O. 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 one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, 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;
  - (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 at Miami International Airport pursuant to a permit, lease agreement or otherwise.

#### 2.16.2 Minimum Wages, Health Benefit Plans and Posting of Information

- A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at [www.miamidade.gov/sba/living\\_wage\\_poster.asp](http://www.miamidade.gov/sba/living_wage_poster.asp). All covered employees providing

covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. 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 compliance officer 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, then the service contractor may comply with the Living Wage requirements by paying the covered employee 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 complying with the living wage 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. 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:
1. 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, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
  2. 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. The Living Wage rate is 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 bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). 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 a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be

supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first 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.

- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

#### 2.16.3 Liability for Unpaid Wages; Sanctions; Withholding

- A. **Liability for Unpaid Wages:** Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. **Sanctions:** In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:
1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred 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 to defray costs of administering the Living Wage provisions.
  2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
  3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
  4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of

the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;

5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
  6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County 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 noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
  7. All such sanctions recommended or imposed shall be a matter of public record.
  8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
  9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.
- C. Withholding- The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

#### 2.16.4. Payroll; Records; Reporting

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the

contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:

- a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
  - b. the number of hours worked each day by each covered employee;
  - c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
  - d. any other data or information the Living Wage Commission or the County should require.
- B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C. 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.
- E. 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 sanctions as outlined in Section III. 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.
- 2.16.5. 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. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.
- 2.16.6. 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 Manager in writing and the County Manager 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. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.
- 2.16.7 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.

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### **SECTION 3 – TECHNICAL SPECIFICATIONS**

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

Successful bidders will provide all labor, equipment, tools and incidentals to efficiently and properly handle liquid waste, including pump-outs, collection, cleaning, and disposal services. Successful bidders will be responsible for pumping out all trap contents (i.e. grease, water and solids), scraping and pressure washing trap walls, water jetting influent lines, and transporting and disposing of liquid waste, on an as needed when needed basis.

#### **3.2 LIQUID WASTE**

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

#### **3.3 REPORTS**

After each service, the successful bidder shall submit to a County representative a report noting the location, type of service, separator number (if any), number of gallons pumped, water-jetting hours, and any abnormal conditions or areas in need of repair.

#### **3.4 PER GALLON PRICES**

Bidders must quote an all-inclusive price for all liquid waste handling services based on the number of gallons pumped-out during normal working hours (7:00 am to 5:00pm, Monday through Friday, excluding observed County Holidays). All related tasks (except water jetting) such as collecting, cleaning (including trap washing, pressure cleaning, removing solids and build-up, and truck cleaning) and mobilization, shall be included in the price per pumped-out gallon. Bidders must also quote an all-inclusive price per pumped-out gallon for all for all liquid waste handling services performed after normal working hours.

#### **3.5 STAND-BY PUMP-OUT TRUCK**

Bidders will provide an hourly rate for a manned pump-out truck (4,100 gallon minimum capacity) to stand-by, ready to pick-up accidental spillage, while County crews perform certain repairs. The bidder's quoted, all inclusive, per gallon prices, will apply to all pump-outs of accidental spillage.

#### **3.6 WATER JETTING**

Successful bidders will use water jetting (a high-pressure stream of water generated by a waterjet), as needed, to clean influent lines, traps, trenches, and drain lines. Bidders must quote an all-inclusive hourly rate for all water jetting services.

**3.7 EQUIPMENT**

The equipment to be utilized in servicing this contract shall be designed exclusively for the purpose intended, and shall be properly licensed and permitted. The successful bidder shall utilize a mechanical material metering device on all vehicles used for pump-outs which will permanently record the amount of gallons pumped. Each time a bidder performs a pump-out, a ticket showing the total number of gallons pumped shall be filled out by the driver and left with an authorized Miami-Dade County representative at the service site.

**3.8 DISPOSAL OF WASTES**

It is unlawful to dispose or discharge any liquid waste into a sanitary sewer, manhole, storm sewer catch basin, drywall, soakage pit, or ground surface. The successful bidders under contractual obligation to Miami-Dade County shall dispose of pump-outs at any of the Sewage Treatment plants located in Miami-Dade County or at a Resource Recovery and Management Facility, approved to receive liquid wastes by the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management. Any accidental spillage, leakage or other discharge of liquid wastes occurring anywhere within the boundaries of Miami-Dade County shall be reported immediately to the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management. Charges for legally disposing of these wastes will be reimbursed to the successful bidder, at cost, when added to the invoice with proof of cost.

**3.9 ADDITIONAL REQUIREMENTS FOR GROUP 2 – LIQUID WASTE HANDLING SERVICES FOR PW & WM** - It is necessary to have available the services of a commercial truck unit capable of pumping out heavy mud and debris from all the Garbage and Trash Transfer Stations, Trash and Recycling Centers (TRC's), Truck Washing Sites, and Landfill sites of the Public Works and Waste Management Department (PW & WM). The job may require a minimum of 2 men at each site, and will include:

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



3.9.8 Work of similar nature at the different sites as required.

**3.10 REPAIRS**

Should repairs be needed to keep a facility in operation, successful bidders will promptly provide all labor, equipment, tools, parts, and incidentals to efficiently and promptly carry-out the necessary repairs. Bidders must quote an all-inclusive hourly rate for all repair services performed during normal working hours (7:00 am to 5:00pm, Monday through Friday, excluding observed County Holidays). Bidders must also quote an all-inclusive hourly rate for all repair services performed after normal working hours. Charges for equipment rental and parts associated with these repairs will be reimbursed to the successful bidder, at cost, when added to the invoice with proof of cost.

SOLICITATION TITLE: Liquid Waste Handling Services

SOLICITATION NO. FB-

Enter Company's Legal Name→ \_\_\_\_\_

Enter Company's Federal Tax identification Number→ \_\_\_\_\_

**Paragraph 4.2: Prices for Group 1 - Liquid Waste Handling Services for the Miami-Dade Aviation Department (MDAD)**

Enter the Prices Proposed  
by Your Firm



Item No.	Estimated Quantities (For 1 Year)		Service Description	Unit Price
	Quantity	Unit of Measure		
1	900,000	Gallons	Per Gallon rate for all pump-out services performed during normal working hours	Per Gallon
2	50,000	Gallons	Per Gallon rate for all pump-out services performed after normal working hours	Per Gallon
3	150	Hours	Hourly Rate for Water Jetting	Per Hour
4	20	Hours	Stand-by Pump-Out Truck	Per Hour
5	100	Hours	Hourly rate for all repair services performed during normal working hours	Per Hour
6	25	Hours	Hourly rate for all repair services performed after normal working hours	Per Hour

SOLICITATION TITLE: Liquid Waste Handling Services

SOLICITATION NO. FB-

Enter Company's Legal Name→ \_\_\_\_\_

Enter Company's Federal Tax identification Number→ \_\_\_\_\_

**Paragraph 4.3: Prices for Group 2 - Liquid Waste Handling Services for the Public Works and Waste Management Department (PW &WM)**

Enter the Prices Proposed  
by Your Firm



Item No.	Estimated Quantities (For 1 Year)		Service Description	Unit Price
	Quantity	Unit of Measure		
1	32,000	Gallons	Per Gallon rate for all pump-out services performed during normal working hours	Per Gallon
2	22,000	Gallons	Per Gallon rate for all pump-out services performed after normal working hours	Per Gallon
3	32	Hours	Hourly Rate for Water Jetting	Per Hour
4	32	Hours	Hourly rate for all repair services performed during normal working hours	Per Hour
5	32	Hours	Hourly rate for all repair services performed after normal working hours	Per Hour

SOLICITATION TITLE: Liquid Waste Handling Services

SOLICITATION NO. FB-

Enter Company's Legal Name → \_\_\_\_\_

Enter Company's Federal Tax identification Number → \_\_\_\_\_

**Paragraph 4.4: Prices for Group 3 - Liquid Waste Handling Services for Other County Departments**

Enter the Prices Proposed  
by Your Firm



<u>Item No.</u>	<u>Estimated Quantities (For 1 Year)</u>		<u>Service Description</u>	<u>Unit Price</u>
	<u>Quantity</u>	<u>Unit of Measure</u>		
1	345,000	Gallons	Per Gallon rate for all pump-out services performed during normal working hours	Per Gallon
2	63,000	Gallons	Per Gallon rate for all pump-out services performed after normal working hours	Per Gallon
3	395	Hours	Hourly Rate for Water Jetting	Per Hour
4	20	Hours	Stand-by Pump-Out Truck	Per Hour
5	635	Hours	Hourly rate for all repair services performed during normal working hours	Per Hour
6	220	Hours	Hourly rate for all repair services performed after normal working hours	Per Hour