

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

<input checked="" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	Previous Contract/Project No.: <b>NEW</b>
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<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>
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LIVING WAGE APPLIES: ☒ YES ☐ NO

Requisition/Project No: ROID1500083

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

Requisition/Project Title: LIQUID WASTE HANDLING SERVICES FOR M-DPHCD AND CAHS

Description: TERM CONTRACT FOR LIQUID WASTE HANDLING SERVICES FOR DEPARTMENTS FUNDED BY FEDERAL FUNDS

User Department: HOUSING (\$60K) , COMMUNITY ACTION (\$60K)

Issuing Department: ISD / PM

Contact Person: MAGGIE REYNALDOS; 305-375-4435; MTC@MIAMIDADE.GOV

Estimated Cost: \$120,000 Funding Source: FEDERAL

**ANALYSIS**

Commodity/Service No: 90680 (SEWAGE COLLECTION SERVICES, TREATMENT AND DISPOSAL)		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:

Signed: 

Date to DBD: 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 (1) 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 in the Aggregate. Award of this contract will be made to the lowest priced responsive and responsible bidder in the aggregate. To be considered for award, a bidder shall offer prices for all items. If a bidder fails to submit an offer for all items, its offer 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 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.

**2.14 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.

**2.15 REQUIREMENTS FOR SERVICES FOR THE FEDERALLY FUNDED AGENCIES****2.15.1 Compliance with Federal Regulations Due To Use of Federal Funding**

Since the goods, services, and/or equipment 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.

**2.15.2 Public Housing and Community Development (PHCD) Exemption to Requirements - The contract to be awarded under this solicitation will be used by the PHCD. As a Federally-funded agency, the following requirements within this solicitation do not apply to their required services:**

2.15.2.1 Section 1 General Terms and Conditions, Paragraph 1.10-Local Preference

2.15.2.2 Section 1 General Terms and Conditions, Paragraph 1.27-Office of the Inspector General

2.15.2.3 Section 1 General Terms and Conditions, Paragraph 1.35-County User Access Program (UAP)

2.15.2.4 Section 1 General Terms and Conditions, Paragraph 1.43-Small Business Enterprises (SBE) Measures

2.15.2.5 Section 1 General Terms and Conditions, Paragraph 1.44-Local Certified Service-Disabled Veteran's Business Enterprise Preference

**2.15.3 PHCD Minimum Wages Based on the Davis Bacon Act (Federal Funds Utilized)**

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the bidder for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Dade County, Florida, as

established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. Bidder(s) shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certify copies of their payroll whenever requested, allow the County to perform interviews to their work force and allow the County to inspect their payrolls as it may deem necessary. The above agreement shall be used only when federal funds are utilized for specific project not exceeding \$50,000.00 each.

#### 2.15.4 PHCD Section 3 Requirements

This contract is a Section 3 covered activity for PHCD. Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons. Bidder(s) are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Housing Affidavits Appendix "B" and Attachment 1). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section 3 subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted). See Appendix B: Section 3 of the HUD Act of 1968.

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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 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.

**3.6 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.

**3.7 DISPOSAL OF WASTES**

It is unlawful to dispose or discharge any liquid waste into a sanitary sewer, manhole, storm sewer catch basin, drywall, soakage pit, or ground surface. The 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.

**3.8 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 for M-DPHCD and CAHS

SOLICITATION NO. FB-

Enter Company's Legal Name→

Enter Company's Federal Tax Identification Number→

**Paragraph 4.2: Prices for Liquid Waste Handling Services for M-DPHCD and CAHS**

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	90,400	Gallons	Per Gallon rate for all pump-out services performed during normal working hours	Per Gallon
2	12,000	Gallons	Per Gallon rate for all pump-out services performed after normal working hours	Per Gallon
3	2,000	Hours	Hourly Rate for Water Jetting	Per Hour
4	340	Hours	Hourly rate for all repair services performed during normal working hours	Per Hour
5	210	Hours	Hourly rate for all repair services performed after normal working hours	Per Hour

Enter Company's Legal Name→

Enter Company's Federal Tax Identification Number→

**Paragraph 4.1: Checklist for Requirements (These requirements apply to all bidders participating in this solicitation):**

(Refer to Paragraph 2.4 in its entirety to ensure that your company's responses comply with the solicitation's requirements)

**Reference****Summarized Requirement**Paragraph  
2.4.2.1List references from customers to whom your company has delivered  
liquid waste handling services

Reference No. 1

Enter company name→

Enter company's address→

Enter contact's name→

Enter contact's title→

Enter contact's telephone number→

Enter contact's email address→

Reference No. 2

Enter company name→

Enter company's address→

Enter contact's name→

Enter contact's title→

Enter contact's telephone number→

Enter contact's email address→

Reference No. 3

Enter company name→

Enter company's address→

Enter contact's name→

Enter contact's title→

Enter contact's telephone number→

Enter contact's email address→