DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

		9768-4/18-	Contract/Project No. -2	
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sh Compactors				
	se and delivery of self-o	contained trash comp	actors to Miami-Dade Count	
	Funding Source: Proprie	etary Funds \$300,000	Fire District \$125,000	
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	ash Compactors contract to purchase artments. S Contact Person GEN Contract/Proje Check here x if this EXIST \$ \$	RQID1700040 TERM OF CONTRACT 5 ash Compactors contract to purchase and delivery of self-cartments. S Contact Person: Herman Ramsey Photogeneral Federal Fede	Contract to purchase and delivery of self-contained trash compartments. S. Contact Person: Herman Ramsey Phone: (305) 375-2851 GENERAL FEDERAL OTHER Funding Source: Proprietary Funds \$300,000 ANALYSIS 3, 450-65 and 450-34 Contract/Project History of previous purchases three (3) years Check here x if this is a new contract/purchase with no previous history. EXISTING 2ND YEAR \$ \$ \$	

Date returned to DPM:

Revised April 2005

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and delivery of self-contained trash compactors in conjunction with the County's needs on an as-needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the 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 County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years, and shall expire on the last day of the five (5) year period.

2.3 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held on (date) at Miami International Airport, International Waste Transfer Facility on 67th Avenue and NW 22nd Street, Building 728, Miami, Florida 33122 to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils be present."

2.4 METHOD OF AWARD

Award will be made to the single lowest responsive and responsible bidder who submits an offer on all items listed in this solicitation and whose bid offer the lowest price when all items are added in the aggregate. If bidders fails to bid on all items its bid shall be deemed non-responsive. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive and responsible Bidder.

2.5 QUALIFICATIONS

- 2.5.1 Bidder shall be the manufacturer of the offered product or be authorized by the manufacturer or the designee, as a direct distributor or reseller to be considered for award. Bidders are required to submit proof of manufacturer's authorization. The proof may be in the form of any of the following:
- **2.5.2** A formal notice on manufacturer's letterhead identifying the Bidder as the manufacturer, or designating the Bidder as equivalent direct distributor. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.
- 2.5.3 Re-sellers: the above product manufacturer letter from the supplier (authorized distributor). A formal notice on the authorized distributor letterhead identifying the bidder as authorized resell product. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.

2.5.4 The trash compactor and paint must be clearly identified on the offer submittal page as to the product manufacturer, model, and code numbers as requested, in order to be eligible for award. Use of terms such as, "As Spec" or left blank is unacceptable. Failure to provide this information with the offer may result in the bidder offer being deemed non-responsive.

The County at it sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

2.6 PRICES

2.6.1 The initial contract price results from this solicitation shall remain fixed for a period of no less than 12 months from the contract's initial effective date. Following the initial 12 month period, the fixed price may be adjusted upward or downward to price for Item 1 identified in Section 4 of this solicitation based on changes in the following pricing index: Producer Price Index (PPI), Table 6, commodity code WPU-1168-0123 (as updated): Other service industry machinery, incl. electronic teaching mach. & auto. Maintenance equipment, starting within most recent 12 month period.

Price for item 2 shall remain fixed and firm for a period of five (5) years.

- 2.6.2 It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder request shall be submitted no less than 90 calendar days prior to expiration of the then current 12 month period. The bidder request shall not be in the excess of the identified index.
- 2.6.3 Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on the market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the index identified in this solicitation.
- 2.6.4 It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidders based on such price adjustments.
- 2.6.5 The bidder's price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the bidder will be disallowed.

2.7 "EQUAL" PRODUCT CAN BE CONSIDERED

2.7.1 The manufacturer's name, brand name and/or model or code numbers information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, dimensions, standard of performance, and design and is in no way intended to prohibit the offer of

- another manufacturer's items of equal material unless otherwise indicated on the Bid Submission Form.
- **2.7.2** This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:
 - x: Product Information Sheets
- If an "equal" product may be considered by the County in accordance with the Bid Submission Form, the unit shall be equal in quality, dimension and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the bidder must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the offer being deemed non-responsive for not meeting the solicitation specifications.
- 2.7.4 If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being deemed non-responsive.
- 2.7.5 For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being deemed non-responsive.
- **2.7.6** The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

2.8 DELIVERY

2.8.1 The awarded bidder shall make deliveries within forty-five (45) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded bidder. In these cases, the awarded bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

2.8.2 DELIVERY LOCATIONS AND HOURS SPECIFIED

MIA International Waste Transfer Facility 67th Ave and NW 22nd Street, Building 728 Miami, Florida 33122

Operation hours: between 6:00 am to 2:00 pm, Monday through Friday.

- 2.8.3 Should the awarded bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded bidder with any re-procurement costs. If the awarded bidder fails to honor these re-procurement costs, the County may terminate the contract for default.
- **2.8.4** The County reserves the right to modify the delivery requirements should future solicitations arise from this solicitation resultant contract.

2.8.5 BACK ORDER

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the awarded bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the awarded bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the awarded bidder for any re-procurement costs. If the awarded bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.9 COMPLIANCE/REGULATIONS

2.9.1 FEDERAL STANDARDS

All services / items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association, American Water Works Association (AWWA) and Water Standards B404-80 or latest revision, and National Science Foundation/American Nation Standards Institute Standard 60 Certification (NSF/ANSI Standard 60 Certification) for Drinking Water Treatment Chemicals.

2.9.2 POLLUTION CONTROL

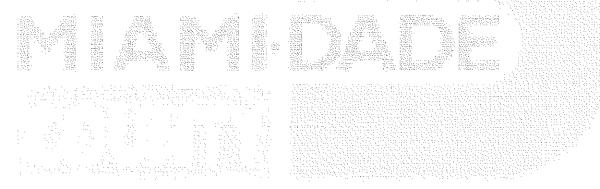
It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Regulatory and Economic Resources (RER), 701 NW 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

2.9.3 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 vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.10 PURCHASE OF OTHER ITEMS OR SERVICES

While the County has listed trash compactors utilized by County departments in conjunction with their operations, there may be similar items or services purchase by the County during the term of this solicitation. Any additional item or service required may be purchased as needed. Under these circumstances, a County representative will solicit the awarded bidder to obtain a price quote for similar item or service. Should a different item or service be quoted than listed on the request for price quotation, the awarded bidder shall provide the documentation as listed in Section 2.5 of this solicitation or any supporting documentation as required by the County.



SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for the purchase and delivery of self-contained trash compactors at various County departments. The compactors are to be Marathon RJ250-SC 34 cubic yard or an equal. The type of waste to be compacted includes liquids, foods and other waste from user departments, restaurants, and concessions located in the airport, and trash from domestic or international flights. The awarded Bidder is required to furnish and offload requested self-contained trash compactors to the user department designated location.

3.2 COMPACTORS MINIMUM TECHNICAL SPECIFICATIONS

- Compactor must be at least 34 cubic yard not to exceed 265" in total length.
- Compactor must be watertight to <u>meet Florida Department of Transportation</u> Customs Border Patrol regulations for regulated waste. Compactor must have ³/₄" hydraulic fittings on both sides of the compactor to accommodate the existing hydraulic equipment. Ram extend (compactor) ³/₄" male, Ram return ³/₄" female.
- Compactor rear door to be 94" x 63" with lockable mechanism.
- Floor rollers to be 6" H x 8" W.
- Floor clearance to be 6 3/4" from the bottom of the compactor to the floor.
- Floor roller wheel spacing (inside to inside) must be 59 1/2".
- Must have primary floor.
- Rail rollers to be 6" H x 4" W.
- All rollers are to have grease fittings installed allowing them to be lubricated using a standard grease gun.
- Compactor must include an enclosure over the charge chamber (to match existing equipment).
- Charge chamber enclosure shall contain three hinged securable feed openings (one on each accessible side). The front door opening shall be 42" W x 37" H.
 The two (2) side doors shall be 46" W x 43" H.
- Each charge chamber enclosure door must be fitted with a spring loaded latching door handle 73" from the ground.
- Each of the charge chamber enclosure doors must be fitted with a security slide latch 63" from the ground and have the ability to be locked in the open and closed positions with a padlock.
- The enclosure doors must contain replaceable seals to insure unit remains watertight.

3.3 <u>UNIT PERFORMANCE</u>

• Total Normal Force minimum of 39,900 pounds and not to exceed 49,500 pounds.

3.4 COLORS

- Colors are to be specified in each department purchase order released on this bid solicitation resultant contract.
- Domestic Compactors shall be painted American LaFrance by DuPont, code 7744-D or equal. Other brands that can match the color are acceptable upon sampling review and approval.
- International Compactors are to be painted Fire Engine Red.

3.5 WARRANTY

- Minimum one (1) year on parts and labor.
- Three (3) business days turn-around time for corrective repairs.

3.5.1 Extended Warranty (Domestic Use Only)

- Four (4) year structural, three (3) years parts, and one (1) year labor.
- Includes replacement parts, services and repairs, freight costs, labor, travel expenses and corrective repairs.
- Three (3) business days turn-around time for corrective repairs.

3.6 COMPACTOR PRICTURE DRAWINGS



