

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 7224-1/19-1

Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2000038
 TERM OF CONTRACT: 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Hazardous and Non-Hazardous Waste Services

Description: The purpose of this solicitation is to establish a contract to provide hazardous and non hazardous waste services for multiple County departments.

Issuing Department: ISD
 Contact Person: Dakota Thompson
 Phone: 305-375-2356

Estimate Cost: 1,884,270.00

Funding Source: GENERAL
FEDERAL
OTHER

xxx

ANALYSIS

Commodity Codes:	962-40	 	 	 	
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	 	 	 		
Small Business Enterprise:	 	 	 		
Contract Value:	\$ 	\$ 	\$ 		
Comments:	 				

Continued on another page (s): YES NO

RECOMMENDATIONS

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

Basis of recommendation:

Signed: Dakota Thompson	Date sent to SBD: 01/08/2020
	Date returned to DPM:

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for the purchase of Hazardous and Non-Hazardous Waste Services, as specified herein, from sources of supply that will give prompt and efficient service in conjunction with the County's needs, on an as needed, when needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the five year term.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible bidder on a group-by-group basis and whose offer represents the lowest price when all items within the group are added in the aggregate. Bidder may bid on any or all groups. The Bidder's prices for each group will be determined by multiplying the estimated quantity by unit price per item and then totaling the resultant amount for all items in the group. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

2.3.1 BIDDER REQUIREMENTS

- 1) Bidder shall provide three (3) references from customers that are currently receiving or have received services in the last three (3) years that are similar to the scope of work specified on this solicitation. The references must include the customer's company name and the name, title, e-mail address and telephone number of the contact person who can verify that the Bidder has successfully provided those services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise for this Solicitation.
- 2) Bidder shall provide the County with the name of a contact person, a cellular phone, a telephone number, a fax number, and an e-mail address that a County Representative will use to contact the Bidder to schedule services (including emergencies) and to discuss orders placed.
- 3) **GROUP 1: Used Oil Filters:** Bidder shall provide a valid Waste Oil Transporter Permit issued by Miami-Dade County.
- 4) **GROUP 2: Drums and Pails:** Bidder shall provide a valid Hazardous Waste or Waste Oil Transporter Permit issued by Miami-Dade County.
- 5) **GROUP 3: Waste Batteries.** No Permit Required.
- 6) **GROUP 4: Non-Hazardous Bulb:** Bidder shall provide a valid Mercury Storage Transporter Permit issued by Florida Department of Environmental Protection.
- 7) **GROUP 5: Household Hazardous Waste Disposal Services:** Bidder shall provide a valid Hazardous Waste Transporter Permit issued by Miami-Dade County.

(8) Group 6: Collection/Disposal of soil contaminated with hydrocarbon products like hydraulic oil, gasoline, diesel, etc.: Bidder shall provide a valid Waste Oil Transporter Permit issued by Miami-Dade County.

2.4 **PRICES**

Prices shall include all labor, equipment, materials (including drums), transportation, supervision, disposal, handling, mobilization, demobilization, licenses, permits, fees, taxes, tolls, administrative costs, and any other cost that may be necessary to fully complete the services. The initial contract prices resultant from this Solicitation shall prevail for a one (1) year period from the contract's initial effective date.

Prior to completion of each subsequent one year period of the contract, the County may consider an adjustment to price effective the next contract year based on changes in the following Producer Price Index: Waste Collection and Remediation Services (Series ID: WPU5011).

It is the bidder's responsibility to request any pricing adjustment under this provision. The request for adjustment must be submitted 90 days prior to expiration of the then current contract year. The adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded bidder has agreed to maintain the then current pricing. Any adjustment request received after the annual contract anniversary date will only be considered for the following contract year.

The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

2.5 **EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT FOR GROUP (5) HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICES (HHW)**

Prior to submitting its offer it is advisable that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions.

A site visit will be held at the West Dade Home Chemical Collection Center located at, 8831 NW 58th Street, (Back-lot. Follow signage), Miami, FL on _____. A site visit will be held at the South Dade Home Chemical Collection Center located at 23707 SW 97th Avenue, Gate (B), Miami, Florida. The South Dade Home Collection site visit is scheduled to occur at _____. The South District Waste Water Treatment Plant, 8950 SW 232 Street, Miami, FL

It is recommended that a representative of the firm attend these site visits as the "cone of silence" will be lifted during the course of the site visit and informal communication can take place.

2.6 **INDEMNIFICATION AND INSURANCE**

Section 1.22, Insurance Requirements, of the General Terms and Conditions is hereby amended to replace paragraph A with the following:

The contractor shall furnish to the outreach, Compliance and Support Team of SPD, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outline below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Pollution Liability Coverage in an amount not less than \$1,000,000 per occurrence.

****Under no circumstances are Bidders 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.**

All other language under Section 1.22 remains the same.

2.7 ADDITIONAL FACILITIES MAY BE ADDED

Although this Bid Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, the current contract Bidder(s) under this contract may be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract Bidder(s) that offers the lowest acceptable pricing.

The County may decide to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract Bidders, or for other reasons at the County's discretion.

2.8 DELETION OF FACILITIES AND/OR SERVICES

Although this Bid Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the Awarded Bidder.

2.9 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS BID SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major services within this Bid Solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, the Awarded Bidder(s) who have been awarded any of the groups may be invited to submit quotes for services not covered under any of the groups and options identified in this Bid Solicitation.

2.10 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 contract documents regardless of project completion status. All corrections shall be made within 7 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally

reported to the Bidder by the County's project administrator, who may confirm all such verbal reports in writing. 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, at its discretion, notify the Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within 7 calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the County shall place the Bidder in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.

2.11 ACCESS TO AIRCRAFT OPERATING AREA (AOA)

Bidder shall report to the Aviation Department Civil Environmental Engineering Division at 4200 NW 36 Street Bldg. 5A, 1st floor for instructions and directions to work site. The Department shall monitor the placement of the Bidder's equipment at each location. Upon completion of the work, the bidder shall call Mr. Rod Buenconsjo, Environmental Engineering Division at 305-876-0268 to arrange for inspection of the work site. Any violations of this section by the bidder may result in immediate cancellation of this contract.

Bidder shall note that access to Aviation Department sites is strictly controlled and that security approvals of personnel and equipment must be granted by various Federal and Local agencies. This security approval may take several weeks. Bidders should begin to receive their security approval upon award, not when advised of a job being available. Therefore, all vendors requiring access to the Aviation Department sites and GAA access shall comply with all security requirements such as ID badges, security screening and vehicle ramp permits.

2.12 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION DEPARTMENT (MDAD)

- A. The Miami-Dade County Aviation Department (MDAD) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to frequently (more than 5 times within a 90-day period) enter the restricted areas of the Miami International Airport. These ID cards are required for access and are issued by MDAD at the current cost of \$38.00 for fingerprints and \$20.00 for the ID badge, per applicant per year. Therefore, the awarded bidder under this group shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at MDAD restricted areas.

For more information concerning ID cards, you may contact MDAD ID Section at 305.876.7188. The bidder must follow all security procedures required of workers at MDAD. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating I.D. For Customs ID, call 786-265-5715 or email cbp-miami-airport-security@dhs.gov for information. Bidders are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of contract.

- B. When performing work at MDAD, the awarded bidder shall acquire approval to access the Airside Operations Area (AOA). Bidders shall gain access to the AOA and shall comply with all AOA drivers training requirements and endorsements for each employee assigned to MDAD. (Note: Section-Insurance requirements).

2.13 SPECIAL PROVISIONS-AVIATION FAA REQUIREMENTS

- A) Compliance with Nondiscrimination Requirements: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- B) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.
The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The [contractor/consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor/consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- C) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration. 2.14 2026 World Cup. The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County’s obligations under the Airport Agreement. Where the Contractor’s rights or obligations under this Contract are in conflict with the County’s obligations under the Airport Agreement, and upon notice by the County to Contractor, the terms of this Contract shall be deemed conformed to the County’s obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise.

In the event that the Contract does not elect to terminate this Contract within the time specified herein, this contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

2.14 ISO 14001 REGULATION ENVIRONMENTAL

Bidder and their sub-contractors working at MDAD and ISD are subject to complying with ISO 14001 regulations regarding Environmental responsibility. Bidder will receive training and familiarization about the ISO 14001 protocol from MDAD and

2.15 SPECIAL PROVISION AVIATION DEPARTMENT – MIAMI-DADE COUNTY – US SOCCER FEDERATION 2026 WORLD CUP

Any contract resulting from this solicitation is subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under the resultant Contract, Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County’s obligations under the Airport Agreement. Where the Contractor’s rights or obligations under the resultant Contract are in conflict with the County’s obligations under the Airport Agreement, and upon notice by the County to Contractor, the terms of the Contract shall be deemed conformed to the County’s obligations under the Airport Agreement. Where such conformance would cause a material change, Contractor shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate the Contract for convenience; in such termination, the

Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate the Contract within the time specified herein, the contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

2.16 SPECIAL SECURITY REQUIREMENTS AT WATER AND SEWER DEPARTMENT (WASD)

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the successful completion of a background check on all companies and individuals who require access to a WASD site. For those individuals requiring long term ongoing access to a WASD site(s), issuance of photo identification (ID) cards will be provided after the successful completion of a police background check is completed. Individuals, who are employed, hired or who are required to enter the restricted areas of WASD frequently must fill out the required forms.

These ID cards are required for access and are issued by WASD at the vendor's expense per applicant per year which includes the cost of the background check. Contractors wishing to do business with WASD shall obtain and pay for ID cards and background checks for each of his/her employees and/or agents who will be frequently visiting or performing services at WASD restricted areas.

For additional information regarding ID renewal and forms please feel free to visit the following website:
<http://www.miamidade.gov/water/facility-security-procedures.asp>

For appointments, please call us or send a request to wasdid@miamidade.gov

For Safety Class information, please contact LaKeisha.Brown@miamidade.gov

2.17 SECURITY REQUIREMENTS

Any contract awarded to a bidder wherein a software application/program that accesses, processes, and stores criminal justice information (CJI) or Personally Identifiable Information (PII), or the bidder requires physical or logical access to the MDPD's network which contains CJI or PII, must comply with all security policy requirements outlined in the Florida Department of Law Enforcement's (FDLE) Criminal Justice Information Systems (CJIS) Security Policy.

Additionally, the bidder, and any of its employees or subcontractors, that requires physical or logical access to the MDPD's network must review the attached Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A), and sign the FBI's CJIS Security Addendum Certification upon completion of a fingerprint, criminal background check, proof of citizenship or authorization to be employed in the United States, and successful passing of the CJIS Security Awareness Test (Annex B), biennially.

SECTION 3

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

The Awarded Bidder shall furnish all labor, equipment, materials (including drums), transportation, and supervision necessary for the legal recycling or disposal of various types of hazardous and non-hazardous waste items for the following Groups:

- Group 1 – Used Oil Filters
- Group 2– Drums and Pails
- Group 3 – Waste Batteries
- Group 4 – Non-Hazardous Bulbs
- Group 5 – Household Hazardous Waste Disposal Services
- Group 6– Collection/Disposal of soil contaminated with hydrocarbon products like hydraulic oil, gasoline, diesel, etc.

The Awarded Bidder shall provide all labor, materials and equipment necessary to overpack bid items. The smallest container economically possible will be used for all overpacks.

The Awarded Bidder shall in all cases provide the County with the disposal of waste by the most environmentally beneficial and sound approach. The preference to this approach shall be:

1. Alternate use of material
2. Reuse of material
3. Recycling of material
4. Treatment and disposal
5. Land filling of material

Listed approaches depend on existing regulations, best available technologies, and feasibility of said approach.

3.2 DEFINITIONS

For the purpose of this bid, the following terms and their definitions are given:

- A. CFR: Code of Federal Regulations.
- B. Characteristic Waste: Exhibits at least one of four “characteristics” of hazardous waste defined in 40 CFR Part 261 Subpart C (ignitability, corrosivity, reactivity, or toxicity)
- C. Demobilization: Deactivation of the Bidder’s physical and manpower resources from the site. Includes charges for call up of personnel, all travel expenses necessary, loading and offloading of equipment, cleaning of equipment, restocking, etc. when the Bidder leaves a County site.
- D. Drum: A 55 gallon container used for the disposal of chemicals.
- E. FDEP: The Florida Department of Environmental Protection.

- F. Hazardous Waste: May be classified as "Listed Waste", "Characteristic Waste", and "Universal Waste" as determined by regulation and/or defined by the USEPA.
- G. Lab-Pack: Pickup of 55 gallon drums containing numerous small containers, such as bottles and/or bags, of laboratory hazardous or non-hazardous materials.
- H. Lamps: "Lamp" or "mercury containing lamp" means any type of high or low pressure lighting device which contains mercury and generates light through the discharge of electricity either directly or indirectly through a fluorescent coating. The term lamp includes, but is not limited to, fluorescent lamps, mercury lamps, metal halide lamps, and high pressure sodium lamps.
- I. Landfill: A USEPA-permitted (RCRA Part B Permit required) Hazardous Waste disposal site where the method of disposal is burial.
- J. Listed Waste: Appears on one of the four hazardous wastes lists (F-list, K-list, P-List or U-List)
- K. Mercury Containing Devices: "Mercury containing devices" means any electrical product, or other device, excluding batteries and lamps, that is determined by the FDEP as proven to release mercury into the environment and includes thermostats, electric mercury switches, thermometers, and manometers.
- L. Mobilization: Activation of the Bidder's physical and manpower resources to the site until the completion of the services of the work assignment. Charges for call up of personnel, all travel expenses necessary, loading and offloading of equipment, cleaning of equipment, restocking, etc. when the Bidder comes to a County site.
- M. Non-hazardous Waste: Any discarded harmless item that does not pose a risk or threat to one's health or safety.
- N. Over-Pack: Means the enclosure to provide protection or convenience in the handling of a package or to consolidate two or more packages. Includes the pickup of Drums or 85 gallon salvage drums storing smaller containers of hazardous or non-hazardous materials.
- O. Pail: 5 gallon container used for the disposal of chemicals.
- P. RCRA: Resource Conservation and Recovery Act.
- Q. Recycled: Transforming waste materials into usable or marketable products (including fuel blending), and marketing or distributing the product for use other than landfill, incineration, and stockpiling.
- R. Recyclable Waste: Discarded used materials, typically from the municipal solid waste stream, that may be processed into new products.
- S. RER: Regulatory and Economic Resources Department of Miami-Dade County.
- T. TSD: Treatment, Storage, or Disposal.
- U. Treatment: Means transforming waste material to reduce its volume or hazard and includes chemical processing, solidification, and incineration.

- V. Transportation: The act of collecting and moving any of the items shown in the Bid Solicitation from a County site to a disposal site, including any labor, vehicles, mileage, fuel, administrative charges, tolls, etc., used to accomplish the move.
- W. Universal Wastes: Include batteries, pesticides, mercury containing equipment and bulbs (lamps) as provided in 40 CFR part 273.
- X. USDOT: The United States Department of Transportation.
- Y. USEPA: The United States Environmental Protection Agency.

3.3 FEDERAL, STATE, AND LOCAL STANDARDS AND COMPLIANCE

All services under this Contract shall be in accordance with all governmental laws, ordinances, regulations, requirements, and standards, as they may be amended from time to time. All hazardous waste services contemplated as part of this bid shall be performed in accordance with Florida Administrative Code including, but not limited to, Chapter 62-730 entitled "Hazardous Waste" and Chapter 62-710 entitled "Used Oil Management".

The Awarded Bidder shall follow all applicable Federal and State Department of Transportation (DOT) regulations including 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste". The Awarded Bidder shall ensure that all personnel involved in the handling, transportation, treatment, and disposal of hazardous waste under this contract shall have all the required training in accordance with Federal, State, and Local rules and regulations. The Awarded Bidder is responsible for the professional quality, safety, technical accuracy, timely completion, and coordination of all services. The Awarded Bidder shall, without additional cost to the County, correct or revise any errors, omissions, or other deficiencies in these services. The Awarded Bidder shall notify the County within 48 hours of notice of any legal or regulatory action or any Notices of Violation taken against the Awarded Bidder for any action, method, practice, or occurrence within the scope of this contract. 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 Awarded Bidder through RER and their address is: Overtown Transit Village North, 701 NW 1st Court, Miami, FL 33136 Telephone (305) 372-6789.

The Awarded Bidder shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Subpart B, as may be amended from time to time, for all Hazardous Waste Collected during the term of this contract and transported from the County. The Awarded Bidder shall prepare and maintain Uniform Hazardous Waste Manifests for waste collected during this contract and shall provide copies of same to the generating user department.

The Awarded Bidder shall provide copies of all Hazardous Waste manifests within thirty (30) days or earlier as required by legislation. The County shall sign manifests as the generator for all waste under this contract. However, this shall in no way obviate obligation of the Awarded Bidder to indemnify and hold harmless the County. The Awarded Bidder is solely responsible for complying with all applicable requirements mandated by designated USEPA-permitted TSD facilities including, but not limited to those requirements regarding labeling, manifesting, packaging, segregation, and transport of non-recyclable hazardous waste to ensure acceptance and proper disposal of Resource Conservation and Recovery Act (RCRA) hazardous waste at the final disposal site.

Any and all correspondence generated by the Awarded Bidder with Federal, State and/or Local jurisdictions as well as with private disposal sites, related to any service under this contract shall require the forwarding of

a copy of said letter(s) to the user department's representative generating waste. Damages, penalties, and/or fines imposed on or incurred by the County or the Awarded Bidder for failure to comply with any rule, regulation, or requirement applicable to this contract or directly or indirectly relating to, or resulting from, the handling, identification, transportation, or disposal of wastes handled by or managed by the Awarded Bidder shall be the responsibility of the Awarded Bidder.

3.4 LAB ANALYSIS

The Awarded Bidder shall provide for the collection, preservation, delivery, and reporting of waste samples when required for the fulfillment of this contract. The collection, preservation, delivery, and reporting of waste samples whether done solely or in part by the Awarded Bidder, its personnel or subcontractors, shall be according to the most recent update of the Florida Department of Environmental Protection Standard Operating Procedures (FDEP SOP) for Field Activities (DEP-SOP-001/01, latest edition) per FAC 62-160.

All laboratory samples collected by the Awarded Bidder for the sake of fulfilling this contract shall be analyzed by a National Environments Laboratory Accreditation Conference (NELAC) certified laboratory for the parameters of said analysis. Results of said lab work shall be submitted to the waste generator on the letter head of said laboratory. When allowed by applicable Federal, State, and Local regulations, analysis of approved waste streams shall be established for the removal of waste generated at County facilities covered by this Contract. The Awarded Bidder may be required to set up waste stream profiles to facilitate use of proper disposal methods. The Awarded Bidder may be required to collect samples for evidence in enforcement actions and shall conform to all chain-of-custody and applicable quality assurance procedures, in accordance with the FDEP SOP and the applicable County Department Quality Manual.

3.5 BIDDER'S EQUIPMENT AND STORED MATERIALS

The Awarded Bidder's trucks and equipment shall be labeled with permanent company identification signs. The Awarded Bidder shall have a metered device or a dip stick on the truck used for pumping out the contents of the holding tanks and separators that will accurately record the gallons pumped. All equipment shall be withdrawn from work areas at the end of the workday in order to eliminate immediate or potential hazard to traffic and facilities. When allowed by the user department, materials stored by the Awarded Bidder shall be done in such a manner that minimizes any obstruction. All equipment and stored materials shall be marked by barriers with flashing lights at no additional cost to the County. The County accepts no responsibility for any damage or loss to materials stored by the Awarded Bidder.

3.6 LOCATIONS, MATERIAL DESCRIPTIONS FOR PICK-UP, AND SERVICE SCHEDULE

The description of the material to be disposed will be provided to the Awarded Bidder by a County Representative at the time the service is requested. Service locations vary with each Department utilizing the contract.

The Awarded Bidder will deal directly with Departmental contract officers and some Departments may require routine service on a pre-established schedule such as pumping out waste oil tanks or cleaning oil/water separators on a regular basis every two weeks. In addition to service at fixed facilities some agencies may require emergency service at any location in the County where a fuel spill may occur or where a container or drum has been found to have been abandoned. Services for this contract are on as needed when needed basis.

3.7 STORAGE OF WASTE MATERIAL

In the event that waste material collected by the Awarded Bidder must be stored at said facility prior to disposal, the material shall be stored and maintained in fifty-five (55) gallon drums in accordance with all Federal, State and Local Authorities having jurisdiction. It shall be the responsibility of the Awarded Bidder to

secure the material for storage. At a minimum, all drums shall be properly sealed, labeled, palletized, and wrapped in visqueen. Label information shall include: location and type of waste material, date drummed, and Awarded Bidder's name. All labels shall be weather proof, legible, and distinguishable.

The Awarded Bidder shall not allow the accumulation of over thirty (30) drums at a facility unless prior written notification is received from said County facility. Hazardous material storage shall meet all Federal, State and Local Regulations for storage time and handling. Unless prior written notice is granted by the County authority having jurisdiction, no storage containers other than fifty-five (55) gallon drums or their required overpacks if needed, shall be allowed to remain on premises after the Awarded Bidder and his employees have left the work site. Granting of notice does not alleviate the Awarded Bidder from the responsibility of placing storage container(s) in a safe and secure location and preventing possible property damage.

3.8 CLEANUP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon completion of work, the Awarded Bidder shall thoroughly clean up all areas affected by the work performed. The Awarded Bidder shall be responsible to make sure that the entire work site is left in the same or better condition than the original condition of the site. The Awarded Bidder shall render the area environmentally safe, cleaning up any and all spills that may have occurred during any transaction in compliance with Federal, State, and local regulations. The Awarded Bidder shall assume responsibility for repair and restoration of any damage caused by its activities or those of its subcontractors.

3.9 ADDITIONAL SCOPE REQUIREMENTS

All services under this contract require a delivery ticket signed by an authorized representative of the County. The Awarded Bidder shall include the ticket number in the invoice that it submits to the County. If a manifest fee is applicable the bidder shall include with their invoice to the County all necessary information for the County to validate such charge. In the event, the Awarded Bidder does not supply the necessary information for a manifest fee the County will reject such charge.

3.10 UNDERGROUND UTILITIES

The Awarded Bidder shall exercise careful control during all phases of the work to prevent damage to utilities; including, but not limited to, overhead lights and buried cables. Before commencing work in any given area, the Awarded Bidder, working in conjunction with user department shall endeavor to locate any possible utility conflicts. Should the Awarded Bidder damage any utility through negligence, it shall promptly repair the damage at its own expense.

3.11 GROUP (5) HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICES

The Awarded Bidder shall collect and handle incoming Household Hazardous Waste (HHW). These waste materials are generated by households and do not include commercial waste.

Handling duties shall consist of collecting, transporting, recycling, treatment, and/or disposal of HHW. At the sole discretion and direction of the County, the Awarded Bidder may also be required to accept used oil, and other recyclables during the performance of Task 1 and Task 2, as specified below. The disposal of any used oil, or other waste streams not specifically identified in this Group are not part of this Group.

3.12 GROUP (5) HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICES DEFINITIONS

A. Chemist: An employee of the Bidder responsible for identification of waste material.

- B. Department: Department of Transportation and Public Works (DTPW) and Department of Solid Waste Management (DSWM).
- C. Director: The Director of the DTPW and DSWM or his/her authorized designee.
- D. Hazardous Waste: Leftover household products that contain corrosive, toxic, ignitable, or reactive ingredients are considered to be "household hazardous waste" or "HHW." Products, such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients require special care when you dispose of them. Any discarded harmful waste identified and accepted by the Awarded bidder at Collection Events. May be classified as "listed" or "characteristic" hazardous waste when generated by commercial or industrial activities.
- E. HHW: Household Hazardous Waste, also known as "Home Chemicals".
- F. Lead Technician: An employee of the Bidder responsible for the coordination of labor.
- G. Notice to Proceed: Written notice from the Director to the Bidder authorizing them to commence work relating to one, several or all of the tasks described.
- H. Permanent Home Chemical Collection Center: A facility where the County stores hazardous waste prior to disposal.
- I. Project Manager (County or Bidder): The on-site person responsible for project execution.
- J. Satellite Collection Center: A facility with limited storage space where Household Hazardous Waste (HHW) is accepted from public, prior to transfer to a Permanent Home Chemical Collection Center.
- K. SQG (Small Quantity Generator): Those businesses generating between 220 and 2,220 pounds of Hazardous Waste per month.
- L. Task: The work as described in the Specifications, or any changes or additions made thereto pursuant to this Contract.
- M. Temporary Collection Center (Collection Site): A facility established or designated by the County for the purpose of having household drop-off for receipt by the Bidder.

3.12.1 TASKS TO BE PROVIDED:

At the County's discretion, the Awarded Bidder may be assigned any of the following tasks:

3.12.1.1 TASK 1

TEMPORARY COLLECTION CENTER(S) EVENTS

- A. Location: The Awarded Bidder shall establish Temporary Collection Centers for HHW collection events at sites designated by the County.
- B. Schedule: The Awarded Bidder shall provide management for collecting and handling HHW at Temporary Collection Centers on dates designated by the County. A HHW collection event may consist of either a 1-day or 2-day event. HHW collection events may be scheduled within one (1) month of each other.

- C. Site Operations: The Awarded Bidder shall set up work stations, segregated and organized storage areas and packaging stations as required, to maximize the efficiency of the Awarded Bidders services at all HHW collection events.
- D. Collection Event Reports: The Awarded Bidder shall provide the County with a written report within 30 days of the conclusion of each HHW collection event. This report shall include the following information per HHW collection event:
 - 1. Collection Site
 - 2. Collection date
 - 3. Number of Participants
 - 4. Units for each waste type and number of units collected
 - 5. Pounds for each waste type and total number of pounds
- E. Forklift/Tailgate Lift: The Awarded Bidder shall provide a forklift or trucks equipped with tailgate lift for loading of HHW.
- F. Trash Hopper: The Awarded Bidder shall provide trash hoppers for efficient segregation of non-hazardous materials and recyclable materials.
- G. Supervision: The Awarded Bidder's Project Manager shall provide on-site supervision during all HHW collection events. Supervision shall include overseeing removal of HHW from vehicles, interviewing participants on the characteristics of their wastes (when needed), and determining appropriate handling and storage of the waste.
- H. Bidder's Personnel: The Awarded Bidder shall provide a sufficient, competent and trained staff to receive, identify, handle, package, store, and transport all HHW processed through the collection centers. The Awarded Bidder shall provide the minimum staffing deemed acceptable that is necessary to operate the center in a safe and efficient manner. Staffing levels shall be approved by the County's Project Manager. The County may provide the Awarded Bidder with an estimated number of patrons anticipated, but there is no guarantee that the anticipated number will be met or exceeded.

Hours of Operation: Hours of operation are typically daylight hours, between 8:00 am and 5:00 pm, but may vary depending on the venue or County's determination. All personnel at the site shall be properly attired in uniforms with the Awarded Bidder's logo to distinguish them from County staff and approved by the County. The Awarded Bidder's personnel shall present a courteous and professional image when working with the public.
- J. Traffic Control: Specific legible instructions and traffic control signs shall be supplied and posted by the Awarded Bidder to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic. All signs supplied by the Awarded Bidder shall have the prior approval of the County.
- K. Security Service: The Awarded Bidder's equipment, all collected HHW, and County property, including trash hoppers, must be properly secured and rendered inaccessible to the public by the Awarded Bidder. The Awarded Bidder shall provide security service at the collection sites at all times when the site is not in operation.
- L. Safety: The Awarded Bidder shall submit to the County 30 days prior to each HHW collection event, a site-specific Safety and Contingency Plan, including an Identification Plan for unknown materials and operating procedures.

- M. Spill Control: The Awarded `Bidder shall provide, for County review, a site-specific Spill Contingency Plan for preventing and containing spills. Such Plan shall be submitted to the County 10 days prior to the first day of the HHW collection event. The Awarded `Bidder shall clean up all spills that occur during any HHW collection event and to the satisfaction of the County.
- N. Inspection: The Temporary Collection Center shall be completely set up and ready for operation before the end of the work day prior to the collection dates specified by the County, unless modified by the County's Project Manager due to weather conditions. A joint inspection by the County's Project Manager and the Awarded `Bidder's Project Manager shall be performed at this time. Deficiencies noted by the County's Project Manager shall be corrected prior to the time specified for the opening of the collection center to the public.
- O. Site Cleanup: The Awarded `Bidder shall leave the Temporary Collection Center clean and environmentally safe, and shall assume responsibility for repair and restoration of any damage caused by its activities or those of its subcontractors.
- P. Waste Identification: The Awarded `Bidder shall provide on-site identification of all waste received at the collection centers. Identification shall be sufficient to properly package all HHW pursuant to all applicable local, state and federal regulations, including but without limitation, to USEPA, USDOT and RER requirements, to ensure acceptance at an USEPA-permitted TSD facility.
- Q. Non-Hazardous Materials: The Awarded `Bidder shall not accept for packaging solid non-hazardous materials or empty containers formerly containing hazardous substances, but instead shall place the said material in trash hopper to be provided by the Awarded Bidder.
- R. Recyclable Wastes: The Awarded `Bidder shall reserve segregated areas and provide sufficient space for recyclable wastes as directed by the County's Project Manager. The Awarded Bidder shall receive, separate, and deliver recyclable waste to containers provided by the County. These materials may include, but are not limited to oil, transmission fluid, diesel fuel, hydraulic oil, power steering fluid, brake fluid, automobile and batteries, empty steel cans, cardboard, and empty and full latex paint containers. The Awarded `Bidder shall ensure that its personnel are aware of and strictly adhere to the recyclable material acceptance criteria. The County will decide the best recycling or disposal option for these wastes.

3.12.1.2 TASK 2

PERMANENT COLLECTION CENTER(S) OPERATIONS

- A. Location: The Awarded `Bidder shall provide management for collecting and handling HHW at the County's permanent Home Chemical Collection Centers designated by the County. The current facilities are as follows:
 - 1) West Dade
8831 NW 58th Street
Miami, FL
 - 2) South Dade
23707 SW 97th Avenue
Miami, FL

Additional facilities may be designated or changed in the future.

- B. Schedule: The Awarded Bidder shall, when requested by the County, supply equipment, personnel and HHW management services necessary to operate the permanent Collection Centers on days and for hours designated by the County for a period to be determined by the County. Operation shall consist of opening the centers, staffing the centers and accepting waste from households, storing the waste, maintaining receipts, records and surveys. The total hours of operation per week, excluding lunch breaks, are not to exceed forty (40) hours at each site. The current operating schedule for the Permanent Collection Centers is every Wednesday through Sunday from 8:30 AM to 5:30 PM local time, except Christmas, Martin Luther King Day, and the 4th of July. This schedule is subject to amendment as service demands change. Additionally the Awarded Bidder shall, when requested by the County, supply skilled manpower to staff the centers on an as needed basis.
- C. Site Operations: The Awarded Bidder shall set up workstations and packaging areas as required, to maximize the efficiency of Awarded Bidder services.
- D. Supervision: The Awarded Bidder's Project Manager shall provide on-site supervision during all Collection operations. Supervision shall include overseeing removal of HHW from storage areas, determining appropriate handling and storage of the waste, and arranging for off-site transportation.
- E. Awarded Bidder Personnel: The Awarded Bidder's shall provide a sufficient, competent and trained staff to receive, identify, handle, package, store, and transport all HHW processed through the permanent collection centers. The minimum staffing at each center is one (1).
- F. Monthly Reports: The Awarded Bidder shall provide the County with monthly reports, in a form approved by the County, and the reports shall be due by the 10th of the proceeding month. The reports shall include at a minimum the following:
 - 1. Facility Name
 - 2. Date
 - 3. Number of Participants (i.e., weekly and Sundays)
 - 4. Pounds for each waste type and total number of pounds
- G. Security Service: All collected HHW, Electronic Waste, County supplied equipment, and the Awarded Bidder's equipment shall be properly secured and rendered inaccessible to the public by the Awarded Bidder.
- H. Safety: The Awarded Bidders shall adhere to the written, site-specific Safety and Contingency Plans prepared by the County.
- I. Spill Control: The Awarded Bidder shall provide, for County review, a site-specific Spill Contingency Plan for preventing and containing spills. Such Plan shall be submitted to the County for review and approval. The Awarded Bidder shall clean up all spills that occur during the operation of the permanent Home Chemical Collection Centers and to the satisfaction of County and regulatory requirements.
- J. Site Cleanup: The Awarded Bidder shall maintain the County's permanent facilities clean and environmentally safe, and shall assume responsibility for repair and restoration of any damage caused by its activities or those of its subcontractors.
- K. Waste Identification: The Awarded Bidder shall provide on-site identification of all waste received at the collection centers. Identification shall be sufficient to properly package all HHW pursuant to all

applicable local, state and federal regulations, including but without limitation, to USDOT requirements, to ensure acceptance at an USEPA-permitted storage, treatment or disposal facility.

- L. Non-Hazardous Materials: The Awarded Bidder shall not accept for packaging as hazardous waste non-hazardous materials or empty containers formerly containing hazardous substances, but instead shall place the same in containers provided by the County. Such materials are to be disposed of by the County, or as directed by the County.
- M. Recyclable Wastes: The Awarded Bidder shall segregate such materials in areas as directed by the County's Project Manager.
- N. Recyclable Waste: The Awarded Bidder shall receive, separate, and deliver recyclable waste to containers provided by the County.

These materials may include, but are not limited to oil, transmission fluid, diesel fuel, hydraulic oil, power steering fluid, brake fluid, automobile batteries, empty steel cans, cardboard, and empty and full latex paint containers. The Awarded Bidder shall insure that its personnel are aware of these procedures. The County will decide the best recycling or disposal option for these wastes.

- O. Chlorofluorocarbons: The Awarded Bidder shall make arrangements to pick up and return the empty cylinders of all Chlorofluorocarbons (Freon gas) collected by the County from its white goods or other recycling operations. Proof of recycling of all refrigerant gases must be provided to the County.
- P. Site Staffing and Equipment: The Awarded Bidder shall provide all consumables (i.e., Personal Protection Equipment, etc.) and equipment at levels needed to properly conduct operation of the Home Chemical Collection Centers. The Awarded Bidder may utilize existing County equipment currently available at the two permanent facilities, but the County makes no guarantee as to the operational condition of the equipment or the type of equipment needed for safe and successful operation of the Services stipulated herein.

3.12.1.3

TASK 3-A PACKAGING, TRANSPORTATION, TREATMENT AND DISPOSAL OF HHW – INCLUDES PACKAGING, AND TASK 3-B TRANSPORTATION, TREATMENT AND DISPOSAL OF HHW WITHOUT PACKAGING

- A. Services and Schedule: The Awarded Bidder shall handle and collect HHW from the two permanent Home Chemical Collection Centers. The Awarded Bidder shall provide services on a schedule agreed by the County's Project Manager. Service schedule will be determined by the County.
- B. Packaging: (This service is required for Task 3-A only.) If the County elects to select this service, the Awarded Bidder shall perform services and bill in accordance with the schedule bid in Task 3-A. The Awarded Bidder shall package HHW accepted, including leaking containers.

The Awarded Bidder shall comply with pre-transport requirements pursuant to all applicable local, state, and federal regulations, including but not limited to, 40 CFR Part 262, Subpart C, as may be amended from time to time. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of HHW.

- C. Consolidation: The Awarded Bidder shall make every effort to consolidate compatible HHW materials in order to minimize per unit disposal cost.
- D. Waste Minimization: The Awarded Bidder shall make every effort to minimize the amount of hazardous and solid waste produced during this project.

- E. Disposal Site: The Awarded Bidder shall dispose of all HHW that are not recycled by the Awarded Bidder, at a USEPA-permitted (RCRA Part B Permit required) Hazardous Waste Disposal site approved by the County.
- F. TSD Requirements: The Awarded Bidder is solely responsible for complying with all applicable requirements mandated by designated USEPA-permitted TSD facilities including but not limited to those requirements regarding labeling, manifesting, packaging, segregating, and transporting of NONRECYCLABLE Hazardous Waste to ensure acceptance and proper disposal as RCRA Hazardous Waste at the final disposal site.
- G. Manifests: The Awarded Bidder shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Subpart B, as may be amended from time to time, for all HHW collected during this project and transported from the County. The Awarded Bidder shall prepare and maintain Uniform Hazardous Waste Manifests for waste collected during this project and shall provide copies of same to the County.
- H. Transporters: The Awarded Bidder shall ensure that all transporters possess local, state, and federal regulations, including but without limitation, packaging and transportation regulations encountered en route, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 62-730, Part 3 of the Florida Administrative Code.

3.12.1.4

TASK 4

HHW – OTHER MATERIALS: (Materials not mentioned in Tasks 1 through 3)

The Awarded Bidder shall supply to DSWM the following materials when requested:

- A. Tyvek Suits: Tyvek Comfort-Guard protective clothing or equal, in the sizes identified by the County.
- B. Neoprene or Latex Gloves: Cotton-lined neoprene/latex gloves in sizes identified by the County. The gloves shall be constructed of neoprene/latex, have a minimum thickness of 0.028 inches, and shall be manufactured by Playtex or equal.
- C. Steel Drums: Open top 55-gallon steel drums including lid, gasket, ring, and bolts and closed top 55-gallon steel drums with bungs. The drums shall comply with USDOT specifications under 49 CFR.
- D. Polypropylene Drums: Open top 55-gallon Polypropylene drums including lid, gasket, ring, and bolts. The drums shall comply with USDOT specifications under 49 CFR.
- E. Drum Liners: 55-gallon drum liners with a minimum thickness of 4 mils, and constructed of low-density polyethylene.
- F. Vermiculite: Vermiculite that is clean and free of contaminants.
- G. Drum Funnel with Lid: Drum funnel with lid similar or equal to Ultra model #0499.

On an as needed basis, the Awarded Bidder may be requested to provide related materials not specified in this section and which may be needed or required due to regulatory requirements or operational needs. The Awarded Bidder shall provide a formal written quote to be submitted for review and approval by the County's PM.