

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. **FB-00836**
 Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES:
 YES
 NO

Requisition No./Project No.: **RQID2100201**
 TERM OF CONTRACT: **Five (5) Years**

Requisition /Project Title: **Liquid Waste Handling Services**

Description: **The purpose of this solicitation is to establish a contract to provide liquid waste handling services, including pump-out, collection, cleaning, and disposal services for various County Departments on an as-needed basis.**

Issuing Department: **ISD**
 Contact Person: **Ruben Mejia**
 Phone: **305-375-1291**

Estimate Cost: **\$4,394,370.00**

	GENERAL	FEDERAL	OTHER
	X	X	X (Proprietary Funds; Internal Services Funds; Fire District)

Funding Source:

ANALYSIS

Commodity Codes: **906-80**

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

EXISTING
 2ND YEAR
 3RD YEAR

Contractor:

Small Business Enterprise:

Contract Value:

Comments:

Continued on another page (s):
 Yes
 No

RECOMMENDATIONS

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

Basis of recommendation:

Signed: Ruben Mejia

Date sent to SBD: 08/17/2021

Date returned to DPM: _____

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

The purpose of this solicitation is to establish a contract to provide liquid waste handling services, including pump-out, collection, cleaning, and disposal services for various County Departments on an as-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 Purchase Order issued by the County. The Contract shall expire on the last day of the last month 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 when all items within the group are added in the aggregate. Bidder may bid on any or all groups. To be considered for award of a group, the Bidder shall offer prices for all items within a given group. If a Bidder fails to submit an offer for all items listed within the group, its offer shall be rejected.

Groups to be awarded as follows:

- Group 1: Aviation Department
- Group 2: Solid Waste Management Department
- Group 3: Other County Departments (Non-Federally Funded)
- Group 4: Other County Departments (Federally Funded)

2.4 QUALIFICATION CRITERIA

Bidders must meet the following requirements to be considered for award:

- 2.4.1** Bidder(s) or Bidder's approved subcontractor shall be regularly engaged in the business of providing liquid waste handling services to be considered for award. Bidders or Bidder's approved subcontractor shall provide three (3) ***different*** references from customers to whom they have provided or are currently providing liquid waste handling services as described in this solicitation. The references should include the customer's company name, and the contact name, title, address, telephone number, and e-mail address of the contact person who can verify that the bidder has successfully provided or is currently providing liquid waste handling services (Section 4: References). 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** Bidder(s) or Bidder's approved subcontractor shall have and maintain at all times, a Liquid Waste Transporters Operating Permit, issued by the Miami-Dade Regulatory and Economic Resources Department, Environmental Resources Management Division. Proof of current permit shall be included with the Bidder's submittal.
- 2.4.3** Bidder(s) or Bidder's approved subcontractor must be equipped with the following gear. Bidder(s) or Bidder's approved subcontractor must list their equipment in Section 4: Equipment List, to affirm that the firm owns, leases or has access through a subcontractor, to the required gear:
- a. A pump-out truck with 5,000 gallon minimum capacity.
 - b. A 2,200 gallon tank capacity, 500 ft. of ¾" 3,000/7,500 psi sewer hose, 3 state 0-200", turbo blower. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
 - c. A vacuum system with a hydrostatic drive, 180 degree articulating hose reel, handgun. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
 - d. A 5 ft. telescopic boom, vacuum and drive system, and debris body flush out system. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.

- e. 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. Bidders must provide a leasing and/or contractual agreement or bill of sale to verify ownership.
- f. An industry standard volume measurement device that is capable of measuring and permanently recording the number of gallons of sewage that is pumped into the tank at intermittent levels. This equipment must be operational at all times when performing pump-out service.

2.4.4 Bidder(s) shall assign a competent company representative who is cognizant of industry standards, and is authorized to discuss matters pertaining to the resultant contract, in order to provide the County with support and information. The company representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.

Bidders shall submit the specified information and documentation listed above with their Bid as proof of compliance with the requirements of this Solicitation. Failure to provide proof of compliance with the requirements, as specified by the County, may result in the Bid being deemed non-responsive. The County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement, or supply the required information and/or documentation during the evaluation period.

2.5 PRICES

The prices offered shall remain fixed and firm for the term of the contract. All prices shall be inclusive of all Work Requirements stated in Section 3.

2.6 WORK ACCEPTANCE

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

2.7 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 County Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by Proposer's through the Department of Regulatory and Economic Resources, located at 701 NW 1 Court, Miami, Florida 33130, Telephone (305) 372-6789.

2.8 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this solicitation 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.

2.9 RESPONSE TIMES

The Awarded Bidder shall provide 24 hours, 7 days a week liquid waste handling services on an as-needed basis for Miami-Dade County. Response time shall be within two (2) hours upon a verbal or written notification by the County. Response time is defined as the time from acknowledged notification to arrival on-site. Failure to respond within the specified time will be in contractual default.

2.10 BUSINESS HOURS OF OPERATION

Services shall be performed Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. (local time); except when such work is necessary and prior permission to do such work is secured from the County Department representative. All travel time expenses shall be borne by the Awarded Bidder and will not be reimbursed by the County.

The Awarded Bidder(s) will coordinate directly with the County Project Manager(s) in scheduling all liquid waste handling services. The hourly rate for Water Jetting and Stand-By Pump-Out Truck services shall be paid only after

arrival of vendor's personnel and equipment to the requested site.

2.11 NOTIFICATION TO BEGIN WORK

The Awarded Bidder shall neither commence any work, nor enter a County work premise, until a Work Order directing the Awarded Bidder to proceed with service of work has been received from any authorized County representative.

2.12 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in this solicitation, the Awarded Bidder(s) shall furnish all labor, material 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.

2.13 REQUIREMENT FOR SERVICES FOR FEDERALLY FUNDED AGENCIES (GROUP 4)

These Departments are Federally funded and therefore, some requirements listed in Section 1 do not apply and other requirements in Section 1 only apply to these Departments. Bidder(s) shall fully read Section 1 General Terms and Conditions and understand these requirements before bidding.

2.13.1 PHCD and CAHSD 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 Miami-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 the 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 certified 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 a specific project not exceeding \$50,000.00 each.

2.13.2 PHCD Section 3 Requirements

This contract is a Section 3 covered PHCD activity. Section 3 requires that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible and consistent with Federal, State, and local laws and regulations, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

All bidders (Section 3 and non-Section 3) shall submit all the required forms listed in Attachment 2 (attached) Section G (Required Documents for Submission) of this document at the time of proposal submittal date and post-award including Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", This Plan is the contractor's certification that he or she will (a) take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (b) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, (applicable to all firms who submit proposals for PHCD work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards. The Section 3 bidders must submit a completed Public Housing and Community Development (PHCD) Section 03 Economic Opportunity and Affirmative Marketing Plan.

2.13.3 PHCD U.S. Department of Housing and Urban Development Forms Required

This contract is subject to U.S. Department of Housing and Urban Development requirements for Contracts for Public and Indian Housing programs. Attachment 3 includes forms HUD-5369, HUD-5369-B, HUD-5369-C, and HUD-5370-C. These forms include instructions, as well as terms and conditions which are applicable to this project. Additionally bidders shall submit form HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract at time of bid submittal

These forms are applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the Awarded Bidder.

2.14 PURCHASE OF OTHER SERVICES

While the County has listed all major services within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional similar services that must be added to the contract after award. Under these circumstances, a County representative from the Internal Services Department, strategic Procurement Division may solicit the Awarded Bidder(s) and obtain a price quote for the similar services. Should the pricing be determined to be fair and reasonable, the County may add the services to the contract through a formal written modification.

2.15 INSURANCE REQUIREMENTS (GROUP 2 – 4)

The following insurance requirements supersede the requirements in Paragraph 1.22A of the General Terms and Conditions. The following shall apply to Groups 2-4.

The Awarded Bidder shall furnish or shall cause it's subcontractor's to furnish to 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 outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **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. Policy must include CA 9948 endorsement.
- D. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

2.16 INSURANCE REQUIREMENTS MIAMI-DADE AVIATION DEPARTMENT (MDAD) GROUP 1

The following insurance requirements supersede the requirements in Paragraph 1.22A of the General Terms and Conditions. The following shall apply to Group 1.

The Awarded Bidder shall furnish or shall cause it's subcontractor's to furnish to 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 outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **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 \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Policy must include CA 9948 endorsement.

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

- D. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim

related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

2.17 2026 WORLD CUP (GROUP 1 ONLY)

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 Contractor 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.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This contract is for liquid waste handling services. The Awarded Bidder(s) will provide all labor, equipment, tools and incidentals to efficiently and properly handle liquid waste, including pump-outs, collection, cleaning, and disposal services. The Awarded Bidder(s) 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 up to 120' linear feet, and transporting and disposing of liquid waste, on an as-needed basis. All required equipment pertaining to this solicitation is the Awarded Bidder(s) responsibility for accountability, up keep, serviceability, and operation. Any equipment identified as missing, not up-kept properly, unserviceable, and nonoperational will be considered a contractual default.

3.2 LIQUID WASTE

"Liquid waste shall mean 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

The Awarded Bidder shall submit to a County representative a report noting the following after each service:

- 3.3.1 The location
- 3.3.2 Type of service
- 3.3.3 Separator number (if any)
- 3.3.4 Number of gallons pumped
- 3.3.5 Water-jetting hours
- 3.3.6 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 and disposal services based on the number of gallons pumped-out. 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. The County does not guarantee any minimum number of gallons per request.

3.5 WATER JETTING

The Awarded Bidder will use industry standard water jetting equipment, (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. The County does not guarantee any minimum number of hours per request.

3.6 EQUIPMENT

The equipment to be utilized in servicing this contract, as delineated in Section 2.4.3, shall be designed exclusively for the purpose intended, and shall be properly licensed and permitted. The Awarded Bidder's truck shall be equipped with an industry standard volume measurement device that is capable of measuring and permanently recording the number of gallons of sewage that is pumped into the tank at intermittent levels. The Awarded Bidder shall provide a ticket showing the total number of gallons pumped 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 Awarded Bidder 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 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. All accidental spillage, leakage or other discharge of

liquid wastes occurring anywhere within Miami-Dade County boundaries shall be reported immediately to the Miami-Dade Department of Regulatory and Economic Resources Division of Environmental Resources Management.

3.8 STAND-BY PUMP-OUT TRUCK

The Awarded Bidder will provide an hourly rate for a manned pump-out truck (5,000 gallon minimum capacity) to stand-by, ready to pick-up accidental spillage, while County crews perform certain repairs. Should there be accidental spillage during County work, the County shall also pay the all-inclusive, per gallon price quoted for the applicable group. The County does not guarantee any minimum number of hours per request.

3.9 ADDITIONAL REQUIREMENTS FOR GROUP 2

The Solid Waste Management Department (SWM) requires to have available services of a commercial truck unit capable of pumping out heavy mud and debris from all the Garbage and Trash Transfer Stations, Trash and Recycling Centers (TRC's), Truck Washing Sites, and Landfill sites of SWM. These services must be included in the per gallon priced offered for Group 2. The job may include the following:

- 3.9.1** Removal of grates covering trenches at all sites
- 3.9.2** Pumping-out mud in the trenches at all sites
- 3.9.3** Jetting the pipes from the trenches to the manhole at the end of the line; and pumping out and pressure cleaning the manhole at the end of the line at all sites.
- 3.9.4** At the West Transfer Station, the drain lines end in the sump pit inside the buildings. This sump pit has to be pumped clean of mud and debris and jet cleaned with the pressure hose. The 4" lines from the sump pit to the outside line may have to be jet cleaned occasionally. Also, work may include the jet cleaning of the storm water 16" line around the perimeter of the Station.
- 3.9.5** At the Northeast Transfer Station there are two (2) pits (in the lift station) at the end of the line. The lines from this Lift Station to the sewer manholes have to be jet cleaned occasionally.
- 3.9.6** All Landfills work will include pumping-out leachate that may show up in the swales, and jetting and cleaning drain lines from manholes to manhole, in addition to work listed above. The South Dade Landfill work may include cleaning the Water and Sewer Department (WASD) groundwater line.
- 3.9.7** The Resource Recovery Landfill work may include cleaning the French Drain on the four manholes located at 6990 NW 97th Avenue by the entrance to the plant, and the cleaning of the Leachate intercept or manhole inside the NW 58th Street closed landfill.
- 3.9.8** Work of similar nature at the different sites as required.

4.1 QUALIFICATION CRITERIA

MINIMUM REQUIREMENTS TO BE COMPLETED BY ALL BIDDERS	
Refer to Paragraph 2.4 to ensure that your firm's responses and attachments comply with the Solicitation's requirements.	
Reference	Bidder Requirements
2.4.1	<p>Bidder(s) or Bidder's approved subcontractor shall be regularly engaged in the business of providing liquid waste handling services to be considered for award. Bidders or Bidder's approved subcontractor shall provide three (3) <i>different</i> references from customers to whom they have provided or are currently providing liquid waste handling services as described in this solicitation.</p> <p>Company name 1: _____ Contact name: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____</p> <p>Company name 2: _____ Contact name: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____</p> <p>Company name 3: _____ Contact name: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____</p>
2.4.2	<p>Bidder(s) or Bidder's approved subcontractor shall have and maintain at all times, a Liquid Waste Transporters Operating Permit, issued by the Miami-Dade Regulatory and Economic Resources Department, Environmental Resources Management Division. Proof of current permit shall be included with the Bidder's submittal.</p> <p>Permit Number: _____ Expiration Date: _____</p>
	<input type="checkbox"/>

2.4.3

Bidder(s) or Bidder's approved subcontractor must be equipped with the following gear. Bidder(s) or Bidder's approved subcontractor must list their equipment in Section 4: Equipment List, to affirm that the firm owns, leases or has access through a subcontractor, to the required gear:

Identify required and additional equipment with dimensions and sizes.	Own (Y/N)	Lease (Y/N)	Available through subcontractor (Y/N)

2.4.4

Bidder(s) shall assign a competent company representative who is cognizant of industry standards, and is authorized to discuss matters pertaining to the resultant contract, in order to provide the County with support and information. The company representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.

Designated company representative name: _____

Phone Number: _____

E-mail address: _____