

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No.

Contract

Re-Bid
 Other – Access of Other Entity Contract

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQSW2000003
 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Mechanical Street Sweeping Services

Description:

The purpose of this solicitation is to establish a contract for the provision of mechanical street sweeping services for the Miami-Dade Department of Solid Waste Management.

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

Estimate Cost: \$875,000.00
 Funding Source: GENERAL
FEDERAL
OTHER
XXX

ANALYSIS

Commodity Codes:	<u>968-74</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
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:	<u> </u>	<u> </u>	<u> </u>		
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>		
Contract Value:	<u> </u>	<u> </u>	<u> </u>		
Comments:	<u> </u>				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Basis of Recommendation:

Signed: <u>Dakota Thompson, CPPB</u>	Date sent to SBD: <u>11/21/19</u>
	Date returned to SPD: <u> </u>

STREET SWEEPING SERVICES

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the provision of mechanical street sweeping services for the Miami-Dade County Department of Solid Waste Management (DSWM).

This solicitation will also establish a Pre-qualified Pool of Vendors (Pool) that will be used to solicit mechanical street sweeping services in the surrounding exterior areas of temporary debris staging and reduction sites that are established as a result of a declared emergency. Placement in the Pool is not a contract between the County and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals will continue to be accepted throughout the term of the RTQ for placement in such Pool.

2.2 DEFINITIONS

Declared Emergency – shall refer to time when the County Mayor declares that a state of emergency exists.

DSWM – Department of Solid Waste Management

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool of Prequalified Vendors for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.

Prequalified Pool of Vendors (Pool) – Shall refer to business entities/individuals determined by the County's Internal Services Department, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and who may submit quotes/proposals, at the time of need.

Submittal - Shall refer to all information, attachments and forms submitted in response to this solicitation.

Vendor – Shall refer to a business entity/individual responding to this solicitation.

Work Order Proposal Request (WOPR) – Shall refer to the solicitation of offers from the Pool for specific goods and/or services; and evaluated and awarded based on best value.

2.3 VENDOR REQUIREMENTS

GROUP A - Vendors shall meet the following requirements to be considered for an award in Group A of this solicitation.

1. Vendor shall provide three signed professional references on the referenced company's letterhead to demonstrate that the Vendor is regularly engaged in the business as outlined in the solicitation. The County must be able to ascertain from Vendor provided references, to its satisfaction, at the County's sole discretion, that Vendor holds sufficient experience and capacity in providing the requested services.
2. Vendor shall provide proof of ownership or lease of at least two street sweepers at the time of bid submittal.

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3. Vendor shall provide the contact information of a designated representative (s) to provide the County with the requested street sweeper services.

GROUP B - Vendor shall provide all of the specified information and documents as listed above with their Submittal form as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents throughout the evaluation period.

2.4 PRE-BID CONFERENCE (RECOMMENDED)

A pre-bid conference will be held on _____, 2019 at 10:00 a.m. at the Department of Solid Waste Management's 58th Street Collection Building, 8831 NW 58th Street, Doral, FL 33178. During this meeting, the scope of services for the various locations will be discussed. It is recommended potential Vendors attend this conference as the Cone of Silence will be lifted during the course of the conference and informal communication can take place.

2.5 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 (5) year term. The term of the Pool shall run concurrent with this contract.

2.6 METHOD OF AWARD:

Group A: Lowest Priced Vendor In The Aggregate: Award of this group will be made to the lowest responsive, responsible Vendor who submits an offer on the North and South facilities listed and whose offer represents the lowest price when all facilities are added in the aggregate. If a Vendor fails to submit an offer on all facilities, its overall offer may be rejected.

If the awarded Vendor defaults, the County shall have the right to negotiate with the next lowest priced responsive and responsible Vendor.

Group B: Vendors shall be prequalified into Group B and will have the opportunity to participate in future spot market Invitation to Quote for the provision of mechanical street sweeping services. To be pre-qualified into Group B, the vendors must meet the criteria's stipulated in Section 2.3, Vendor Requirements.

It shall be the sole prerogative of the County as to the total number of pre-qualified Vendors that shall be allowed in the pool for Group B. During the term of the contract, Miami-Dade County reserves the right to add or delete pre-qualified Vendors. If the County deems it necessary to add Vendors to Group B, they must meet the same Requirements.

2.7 PRICES

Group A

The prices resultant from this solicitation shall remain fixed and firm for the term of the contract.

The awarded vendor(s) shall be required to provide the County with a weekly sweeping log by close of business on the Monday immediately following the provision of the sweeping services. **Payment to the vendor(s) shall be based per mile for the service in accordance to the logs submitted.**

STREET SWEEPING SERVICES

Group B

Pricing is not being requested for this Group at this time; pricing will be established at the time of spot market quotation. Vendors in the Pool will be invited to participate in spot market competitions, as needed. The spot market competitions will be in the form of an ITQ or WOPR that will include the specific services requested.

For federally funded programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR.

- Local Preferences
- User Access Program (UAP) Fee
- Small Business Enterprise (SBE) Measures
- Local Certified Veteran's Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

2.8 METHOD OF PAYMENT

In addition to the terms and conditions stated in Section 1.0 paragraph 1.2.H- Prompt Payment Terms, the County will pay the successful vendor's annual price listed in Section 4 in 12 equal monthly installments.

2.9 ADDITION / DELETION OF FACILITIES

Additions

Although this contract identifies specific facilities to be serviced, it is hereby agreed and understood that the County may add additional facilities. The successful Vendor shall be invited to submit price quote(s) for any additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the successful Vendor. Any additional facilities shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other Vendors in the event that fair and reasonable pricing is not obtained from the successful Vendor, or for other reasons at the County's discretion.

Deletions

Sites may be deleted when such services are no longer required during the contract period upon written notice to the Awarded Vendor. All changes will be memorialized by a formal modification.

2.10 INSURANCE EXEMPTION FOR GROUP B ONLY

Insurance is not required in order to be prequalified in the Pool. Insurance requirements will be detailed in the subsequent ITQ or WOPR.

2.11 COMPLIANCE WITH FEDERAL STANDARDS (MAY APPLY TO GROUP B)

All items to be purchased under this solicitation shall be in accordance with all applicable governmental standards, to include, but not limited to those issued by the Occupation Safety and Health Administration

STREET SWEEPING SERVICES

(OSHA),), the National Institute of Safety Hazards (NIOSH), the National Fire Protection Association (NFPA) and It shall be the responsibility of the awarded Vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

When goods and/or services acquired under the RTQ will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference. When goods and/or services acquired under the RTQ will be purchased, in part or in whole, with federal funding and/or to meet Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the Code of Federal Regulations (CFR), §200.317, General Procurement Standards, Vendor(s) shall agree to be bound by the terms and conditions detailed below that delete, modify, and add to Section 1, General Terms and Conditions of the solicitation.

Deletions:

- **Prompt Payment Terms.**
Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply.
- **Local Preference.**
Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses shall NOT apply.
 - **County User Access Program (UAP).**
The UAP fee in the amount of two percent (2%) shall NOT apply.
 - **Small Business Enterprises (SBE) Measures**
The above bid preferences or set-asides shall NOT apply.
 - **Local Certified Veteran's Business Enterprise Preference**
The above bid preference shall NOT apply.
 - **First Source Hiring Referral Program ("FSHRP")**

The above programs shall NOT apply.

Modifications:

- **Inspector General**
The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price. All else remains the same.

2.12 COMPLIANCE WITH FEDERAL REQUIREMENTS

All goods and/or services to be purchased as a result of any award under this solicitation shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA),), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of Vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401,

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“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to 2 CFR, Part 200.318(i) (1), ISD-SPD and client departments will maintain records sufficient to detail the history of partially or fully federally funded procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Further, ISD-SPD and client departments will comply with all applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

Pursuant to 2 CFR, Part 200.318(j) (1), the County may use a time and materials type contract for partially or fully federally funded acquisitions only after a determination has been made that no other contract type is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the County is the sum of: the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls

Pursuant to C.F.R. 200.321 (g) Contracting with Small and Minority Business, Women’s Business Enterprises, and Labor Surplus Area Firms, the County will take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

When goods and/or services will be purchased, in part or in whole, with federal funding, and/or to meet Federal Emergency Management Agency’s (FEMA) reimbursement, the Vendor hereby assures and certifies to the County that it will comply with:

- A. Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and any resultant contract by reference.
- B. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week.

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- C. The Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- D. The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- E. The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163.
- F. Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- G. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Vendor must provide a certification to the Procuring Agency that the Vendor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) A bid, which does not include this certificate, may be considered non-responsive. Vendors that apply or bid for an award exceeding \$100,000 must file the Byrd Anti-Lobbying Amendment Certification Form.
- H. C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The vendor shall verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By submitting the Suspension and Debarment Certification Form, the vendor certifies its compliance with this requirement.
- I. C.F.R. 200.321. If the Vendor is a prime contractor, and if subcontracts are to be let, the vendor will take the following affirmative steps:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- J. All other applicable requirements in 2 CFR, Part 200, 200.317-200.326 Procurement Standards.
- K. All applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

STREET SWEEPING SERVICES

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Miami-Dade County Department of Solid Waste Management (DSWM) is seeking vendor(s) to furnish all labor, tools, equipment, and materials needed to provide Mechanical Street Sweeping Services in the interior of its existing facilities, and the surrounding streets, as listed in Group A, and in accordance with the scheduled frequency and times also listed.

Vendor(s) pre-qualified under Group B shall be responsible for furnishing all labor, tools, equipment, and materials needed to provide mechanical street sweeping services along street corridors leading and exiting temporary debris staging and reduction sites throughout Miami-Dade County that are established in the aftermath of an emergency.

3.2 SERVICES TO BE PROVIDED FOR GROUP A

The awarded vendor(s) shall be required to provide the mechanical street sweeping services via the use of a fully operational mechanical or vacuum street sweeper. This includes, but is not limited to sand, gravel, glass, nails, bottles, cans, vegetation, mud, and litter. The vendor(s) shall perform manual sweeping (ground labor, blowers, shovels, etc.) if the debris cannot be removed with mechanical sweeping or in the event of obstructions caused by vehicles, cans, etc. to ensure all areas are properly swept. It shall be the sole responsibility of the awarded vendor(s) to provide a water source at no additional cost to the County.

Street appearance will also be important. As such, although sweeping shall normally consist of a single pass over an area, the Contractor may be required to make an additional pass if so required by the County. The street sweeping must result in the area being left free of dirt, litter, debris, and obstructions.

In the event that an item is too large to be removed – i.e. tree limbs, construction or contractor debris, the vendor(s) must contact the County immediately.

The awarded vendor(s) will sweep the assigned areas as stipulated in Group A locations, or as directed by DSWM, to mitigate dust from becoming airborne, as well as avoid street drains from becoming clogged. The sweeping shall take place during the days and times outlined in this solicitation. The County reserves the right to change the schedule upon notification to the vendor within seven (7) calendar days.

The awarded vendor(s) shall be required to provide the County with a weekly sweeping log by close of business on the Monday immediately following the provision of the sweeping services. **Payment to the vendor(s) shall be based per mile for the service in accordance to the logs submitted.**

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Group A -North and South Facilities

Facility Name	Facility Address	Street Sweeping Days and Times
Central Transfer Station	1150 NW 20 Street Miami, FL	Tuesday and Thursday, between 1 am – 5 am; Saturday, between 5:30 pm – Sunday 12:00 am.
North Dade Landfill	21500 NW 47 th Avenue Miami Gardens, FL 33055	7 days a week between the hours of 6 pm - 5 am
Northeast Transfer Station	18701 NE 6 Avenue Miami, FL	Tuesday and Thursday, between 1 am – 5 am; Saturday, between 5:30 pm – Sunday 12:00 am
South Dade Landfill	23707 SW 97 Avenue Homestead, FL 33032	7 days a week between the hours of 6 pm and 5 am
West Transfer Station	2900 SW 72 Avenue Miami, FL 33155	Tuesday and Thursday, between 1 am – 5 am; Saturday, between 5:30 pm – Sunday 12:00 am

SERVICES TO BE PROVIDED GROUP B

Vendor(s) pre-qualified under Group B shall be responsible for furnishing all labor, tools, equipment, and materials needed to provide mechanical street sweeping services along street corridors leading and exiting temporary debris staging and reduction sites throughout Miami-Dade County that are established in the aftermath of an emergency.

Disposal

The awarded vendor(s) may be responsible for properly collecting and disposing all materials. DSWM will not be responsible for payment of disposal fees.

STREET SWEEPING SERVICES

SECTION 4
SUBMITTAL FORM

SUBMITTER: _____

4.1 REQUIREMENTS

<u>QUALIFICATION CRITERIA</u> TO BE COMPLETED BY ALL SUBMITTERS		
Refer to Section 2.3, Vendor Requirements to ensure that Submittal complies with solicitation requirements.		
Reference Section	Requirements	Copy Attached
2.3.(1)	Vendor shall provide three signed professional references on the referenced company's letterhead to demonstrate that the Vendor is regularly engaged in the business as outlined in the solicitation. The County must be able to ascertain from Vendor provided references, to its satisfaction, at the County's sole discretion, that Vendor holds sufficient experience and capacity in providing the requested services.	<input type="checkbox"/>
2.3 (2)	Vendor shall provide proof of ownership or lease of at least two street sweepers at the time of bid submittal.	<input type="checkbox"/>
2.3 (3)	Vendor shall provide the contact information of a designated representative (s) to provide the County with the requested street sweeper services.	<input type="checkbox"/>

VENDOR CHECKLIST

Byrd Anti-Lobbying Amendment Certification Form (Attachment A)	<input type="checkbox"/>
Suspension and Debarment Certification Form (Attachment B)	<input type="checkbox"/>
Contractor Due Diligence Affidavit	<input type="checkbox"/>

STREET SWEEPING SERVICES

4.2 PRICING

GROUP A- NORTH AND SOUTH FACILITIES

FACILITY NAME	FACILITY ADDRESS	MILES	PRICE
Central Transfer Station	1150 NW 20 Street Miami, FL		\$
North Dade Landfill	21500 NW 47 th Avenue Miami Gardens, FL 33055		\$
Northeast Transfer Station	18701 NE 6 Avenue Miami, FL		\$
South Dade Landfill	23707 SW 97 Avenue Homestead, FL 33032		\$
West Transfer Station	2900 SW 72 Avenue Miami, FL 33155		\$

DRAFT