

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. 6483-4/17-4

Re-Bid Other LIVING WAGE APPLIES: YES x NO

Requisition No./Project No.: RTQ-00694: RQID1700136 TERM OF CONTRACT 8 YEAR(S) WITH NA YEAR(S) OTR

Requisition /Project Title: Metal Trash and Garbage Containers

Description: To establish a replacement contract for the purchase and delivery of various container sizes to Miami-Dade Departments.

Issuing Department: PMS Contact Person: Herman Ramsey Phone: (305) 375-2851
 Estimate Cost: \$2,824,000 GENERAL FEDERAL OTHER

Funding Source: General Fund \$184,000 Proprietary funds \$2,640,000

ANALYSIS

Commodity Codes: 450-65, 450-34, 100-07, 165-18, and 998-49

Contract/Project History of previous purchases three (3) years
 Check here x 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 x

RECOMMENDATIONS

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

Basis of recommendation:

Signed: *Herman Ramsey*

Date sent to DBD: 08/22/17

Date returned to DPM:

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

This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of providing several sizes of metal trash and garbage containers for various County's departments. Entry into the Pre-qualification Pool is not a contract between Miami-Dade County and any vendor, but rather is an acknowledgement that included Vendors meet the qualifications outlined in paragraph 2.3.1 of this RTQ. Pre-qualified Vendors will be invited to participate in future competitions on an as-needed basis. The pool shall remain open for Submitters to qualify at any time after the initial RTQ opening date.

2.2 TERM

The Pre-qualification pool will begin upon approval of the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required RTQ documents. The Pre-qualification pool shall remain in effect for eight (8) years, and shall expire on the last day of the eight (8) year period.

2.3 QUALIFICATION CRITERIA

Submitters who meet the following minimum qualifications will be placed on a list for participation in future competitions.

2.3.1 Submitters shall be the containers manufacturer, or be authorized by the manufacturer or the designee as a direct distributor or re-seller to be considered for award. Submitters are required to submit proof of manufacturer's authorization. The proof may be in the form of any of the following:

- a) If the Submitter is the containers manufacturer it must be indicated on company letterhead.
- b) If the Submitter is an authorized distributor they must provide a formal notice on containers Manufacturer Company's letterhead identifying the Submitter as equivalent direct distributor. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.
- c) If the Submitter is the authorized re-seller it must provide the following:
 - A formal notice on containers manufacturer company letterhead identifying the approved distributor. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.

and

- A formal notice on authorized distributor company letterhead identifying the Submitter as an authorized re-seller of the containers. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.

2.3.2 BID SUBMITTALS REQUIREMENTS

The container information must be clearly identified on the product information form, in order to be eligible for award. Use of terms such as "As Spec" or leave blank is unacceptable.

2.3.3 Submitters shall provide all of the specified information and documents listed above with their bid submittal form as proof of compliance to the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Submitters to complete, supplement or supply the required documents. Failure to supply these documentations may result in the Submitters bid submittal deemed non-responsible and not being added to the prequalified pool.

2.3.3 It shall be the sole prerogative of the County as to the number of Submitters who will be included under this RTQ. During the term of this RTQ, the County reserves the right to add or delete Submitters as it deems necessary and in its best interests.

2.4 INSURANCE REQUIREMENTS

The standard insurance requirements listed in the General Terms and Conditions Paragraph 1.22 shall apply with the exception of the following changes to the sections specifically identified:

B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **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.

The insurance coverage requirements are required from awarded vendors from future request for quote competition. All other vendors will not be required to submit insurance requirements until awarded a request for quote. The User Departments are required to request for insurance requirements from awarded vendors; and submitting documents to Risk Management for review and approval. No project shall commence without written approval from Risk Management.

2.5 "EQUAL" PRODUCT CAN BE CONSIDERED

2.5.1 There may be times when the manufacturer's name, brand name and/or model number information contained in faxed or electronic mail quotes are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Request for Quote Form.

2.5.2 Each Request for Quote Form may require only submission of the following documentation to enable County evaluation of "equal" products:

: Product Information Sheets

2.5.3 If an "equal" product may be considered by the County in accordance with the Request for Quote Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is

offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the offer must in total meet the required specifications set forth in Request for Quote Form. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offer shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the offer being deemed non-responsible for not meeting the Request for Quote specifications.

2.5.4 If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being deemed non-responsible.

2.5.5 For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being deemed non-responsible.

2.5.6 The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Request for Quote Forms are the only products that will be accepted.

2.6 DELIVERY

2.6.1 Should the submitter(s) to whom a contract is awarded fail to deliver the item(s) in the period of time stated in the request for quote, the County reserves the right to cancel the order on a default basis after any back order period that has been agreed to lapsed. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent with any re-procurement costs. If the submitter fails to honor these re-procurement costs, the County may terminate the submitter for default.

2.6.2 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

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

2.7 WARRANTY SHALL BE ONE YEAR**A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the awarded vendor; the awarded vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the awarded vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the awarded vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The awarded vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within seven (7) calendar days after the County notifies the awarded vendor of such deficiency in writing. If the awarded vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the awarded vendor, in writing, that the awarded vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the awarded vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the awarded vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.8 DEFICIENCIES IN WORK

The awarded vendor 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 seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the awarded vendor by the County's project administrator, who may confirm all such verbal reports in writing. The awarded vendor shall bear all costs of correcting such rejected work. If the awarded vendor fails to correct the work within the period specified in the notice, the County shall place the awarded vendor in default, obtain the services from the next low bidder to correct the deficiencies, and charge the awarded vendor for these costs; either through a deduction from the final payment owed to the awarded vendor or through invoicing. If the awarded vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

This Request to Qualify (RTQ) is intended to establish a pool of prequalified vendors to provide materials used in the construction of metal trash and garbage refuse containers of various sizes. Containers shall be manufactured with new materials, free of defects, constructed and assembled, and compatible for servicing by front or rear loading equipment. All containers sizes shall be undercoated with TECTYL 300 or equivalent assembly inside and outside and up 10 inches on the insides. The undercoated color will be stated on the Request for Quote Form. The final painting shall be two (2) coats of automotive enamel in the color of Blue Rustoleum.

3.1.1 ASSEMBY

The one (1), two (2), four (4), six (6) cubic yard containers should adapt to 25 cubic yard rear loader leach garbage packer with hydraulic rollaway lift bar; and the 20, 30, 40 cubic yard containers should adapt to Galbreath Model No.: 06-HK-200 (hook), Hesco CF827 (cable) roll-off hoist, Ampliroll Model AL160/1900 (hook), Galfab Model OR601745074 (cable) or an equal. The trucks shall be equipped with roll-off tilt frame to haul 20, 30, 40 cubic yard containers.

3.2 CONTAINER SIZES

- One (1) cubic yard container
- Two (2) cubic yard container
- Four (4) cubic yard container
- Six (6) cubic yard container

3.2.1 LIDS

The above stated size containers shall be equipped with Polyethylene Lids and equipped with "U" shaped handles. All lids to be hinged in the center with $\frac{3}{4}$ inch wide bar to be attached to an angle iron frame which pivots on $\frac{1}{2}$ inch bar towards the rear of container to allow both front lids as well as the bridges to swing freely from rear of container while in the dumping position.

NOTE:

- One (1) cubic yard container shall be equipped with two (2) equal size lids.
- Two (2) cubic yard container shall be equipped with three (3) lids with front lids being equal size and having one continuous lid in the rear.
- Six (6) cubic yard container shall be equipped with four (4) equal size lids; two (2) in front and two (2) in the rear.

3.2.2 TRASH REFUSE CONTAINER SIZES

- 20 cubic yard container
- 30 cubic yard container
- 40 cubic yard container