

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency

Previous Contract/Project No.

Contract

☐ Re-Bid ☒ Other

LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: **RTQ-00972**

TERM OF
CONTRACT

5 Years / 1-5 Year OTR

Requisition /Project Title: **Hauling and Disposal of Solid Waste**

Description: To establish a list of pre-qualified vendors capable of providing hauling and disposal services of solid waste.

Issuing Department: **DSWM**

Contact
Person:

**Olga Espinosa-
Anderson**

Phone: **305-514-6730**

Estimate Cost: **\$100,000,000.00**

GENERAL FEDERAL OTHER

Funding Source: **General
Fund**

ANALYSIS

Commodity Codes: **906-82**

910-27

968-71

990-60

962-25

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

x

Basis of
recommendation:

Per the contract specifications, the pre-qualified vendor must meet . If competition yields any SBE vendors who meet the specified qualifications, Bid Preference is recommended.

Date sent to SBD: 06/26/2018

Signed: Lashonne Williams-Canty

Date returned to DPM:

Revised April 2005

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit hauling and disposal services of solid waste for Miami-Dade County (County). Placement on 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 are accepted throughout the term of the RTQ for placement on such List.

2.2 DEFINITIONS

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool of Prequalified Vendors for a specific service and shall be 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, Procurement Management Services, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit quotes/proposals, at the time of need.

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

Awarded Vendor – Shall refer to a business entity/individual recommended for award as a result of the evaluation of proposals in response to an ITQ.

Submittal - Shall refer to the forms submitted in response to this RTQ.

2.3 TERM

This Pool shall be established on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Procurement Management Division. The Pool shall expire on the last day of the 60 month.

2.4 OPTION TO RENEW

Prior to, or upon completion, of the initial term, the County shall have the option to renew this Pool for an additional sixty (60) month period. Continuation of the Pool beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County. Should the prequalified vendor decline the County's right to exercise the option period, the County will consider the vendor in default, which shall affect that vendor's eligibility for future contracts.

2.5 QUALIFICATION CRITERIA

Vendors shall meet the following criteria to be considered for placement in the Pool; and for participation in future competitions:

1. Vendors shall be regularly engaged in providing hauling services in the State of Florida for a minimum of two (2) years. Provide a minimum of three (3) references in which hauling of waste services have been provided within the past three (3) years, contact names, addresses, e-mail addresses, telephone numbers and dates of service shall be provided. A contact person shall be someone who has personal knowledge of the vendor's performance for the specific requirement listed. Contact person must have

been informed that they are being used as a reference and that the County may be calling them. DO NOT Pool persons who are unable to answer specific questions regarding the requirement.

2. Vendors shall be required to maintain an office within the geographic boundaries of Monroe, Miami-Dade, Broward, or Palm Beach County, Florida. This facility shall be staffed by competent company representatives who can be contacted Monday through Sunday 7:00 AM to 5:00 PM, as per Section 4 Submittal Form, Item 2.5.2.
3. Vendors shall have a dedicated line for a facsimile machine and/or an email address to expedite quotes daily, as per Section 4 Submittal Form, item 2.5.3
4. Vendor(s) shall hold the following permit and will be required to provide copies of the permit with their response to this solicitation: General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. For General Hauler Permits information visit <https://www.miamidade.gov/solidwaste/general-hauler.asp>
5. Evidence of insurance:
Individual work projects will be submitted and awarded on an as needed basis with work to commence within the scope of work time frame. Therefore, all vendors shall provide a certificate of insurance, as per Section 2.9.
6. Vendors shall submit documented evidence of ownership and/or lease agreement of a minimum of twenty-five (25) tractor trailers. Note: the leasing agreement must be for a one (1) year period as per Section 4 Submittal Form, item 5. Each tractor trailer must have the capacity to haul a minimum of 100 cubic yards of solid waste.

2.6 SITE VISIT

A site visit is highly recommended and shall take place as follows:

Wednesday, July 25th, 2018 at 10:00am
Resources Recovery Facility
6990 NW 97th Avenue
Doral, FL 33178

It is recommended that a representative of the firm attend this site visit as the "Cone of Silence" is not applicable during the course of the conference/site visit and informal communication can take place. Vendors are requested to bring a copy of this solicitation document to the site visit. Prospective Vendors shall carefully examine the specifications of the RTQ and become thoroughly aware of any and all conditions and requirements that may in any manner affect the work to be performed under the award. No additional allowances will be made because of lack of knowledge of these conditions.

2.7 SPOT MARKET QUOTES

Vendors on 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 that will include the specific services required. The prices offered by the vendor under spot market quotes shall be accepted in accordance with the provisions established in Section 3. The Vendor's quoted price shall be inclusive of all costs, charges,

and fees involved in removal, hauling and disposal of solid waste. Additional charges of any kind added to the invoice submitted by the Vendor(s) will be disallowed.

2.8 **SMALL BUSINESS CONTRACT MEASURES**

Section 1 from the General Terms and Conditions, Paragraph 1.44 - Small Business Enterprises (SBE) Measures, is exempt from this RTQ. The application of measures will be determined at the time the Invitation to Quote (ITQ) is issued and may include but not be limited to, a trade set-aside, a goal, proposed preference or other measures. All individual ITQ's will be reviewed by the Small Business Development Division for applicable measures prior to advertising.

2.9 **INDEMNIFICATION AND INSURANCE**

Vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners principals or sub-vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Vendor shall furnish to Internal Services Department/Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, 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 Vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance 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.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "Pool of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

2.10 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

Liquidated damages shall apply as stipulated in the RTQ if deficiencies are deemed by the County. The 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 one (1) calendar day after such rejected defects, deficiencies, and/or non-conformances are verbally reported and/or communicated in writing to the vendor by the County's project administrator. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its sole discretion, notify the vendor in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.11 RISK OF LOSS

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action that may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

2.12 TOXIC SUBSTANCES / Federal "Right to Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the same time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.13 COMPLIANCE WITH FEDERAL STANDARDS

All services 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 Occupational Safety and Health Administration (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

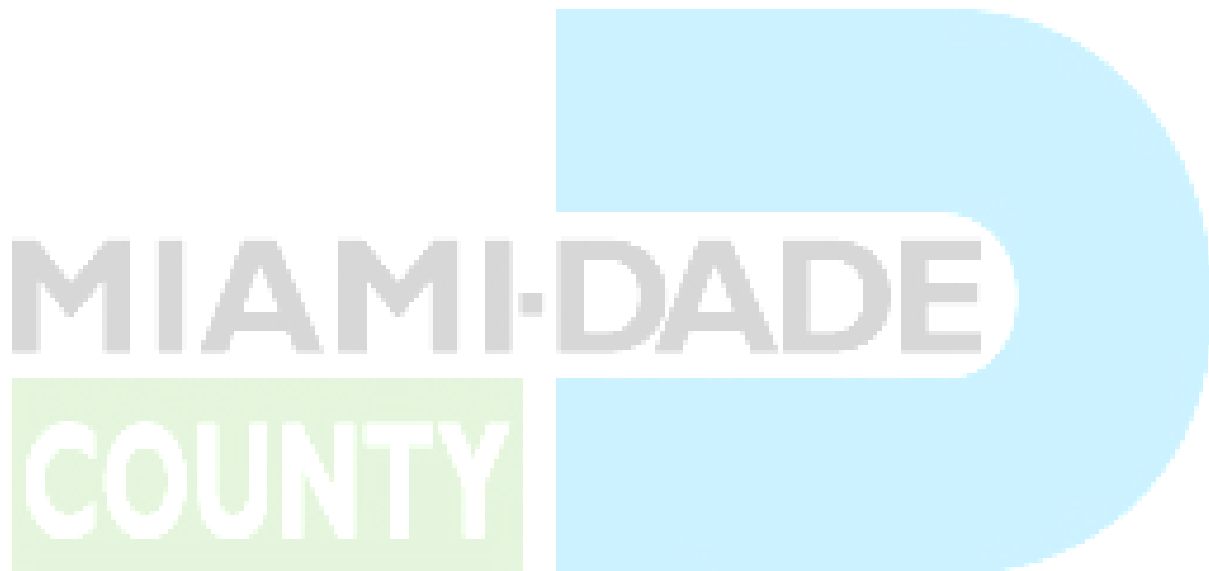
in standards issued by any regulatory agencies that govern the services applicable to this solicitation during the term of the contract.

2.14 WORK ACCEPTANCE

The vendor shall be responsible for ensuring that they are performing this service in the manner stipulated in the ITQ, as well as the County reserves the right to inspect all equipment to ensure adherence to the project mandated equipment. Equipment may be inspected by any authorized county staff. Invoices must also be in accordance in requirements of the RTQ.

2.15 ADDITIONAL SERVICES

Although this solicitation and awarded ITQ identifies a specific service to be provided, it is hereby agreed and understood that additional services may be added to this solicitation at the option of the County. When required by the pricing structure of the awarded ITQ, Awarded Vendor(s) under this solicitation shall be invited to submit price quotes for the additional services. If these quotes are determined to be fair and reasonable, then the additional service will be awarded.



SECTION 3

TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

It is the intent of this solicitation to identify and make available to the County, firms to provide hauling and disposal of solid waste. Solid waste is defined as garbage, trash, construction and demolition debris, ash and other non-hazardous material.

It shall be the responsibility of the awarded vendor to furnish all equipment, materials, labor, fuel, maintenance, repairs, insurance, license tags, current inspection stickers, permits, toll fees, licenses and incidentals necessary for the legal operation of tractor trailers that will haul solid waste from a County facility to a permitted disposal facility.

The County shall be responsible for paying applicable disposal fees at facilities where it has an existing account.

3.2 EQUIPMENT

1. Miami-Dade County will require tractor trailers with a capacity to haul 100 cubic yards of solid waste. The County reserves that right to verify and approve the capacity of the tractor trailers being utilized.

2. Awarded vendor shall own or lease an adequate fleet of equipment (tractor trailers) in A-1 condition to haul a minimum of 1,400 tons per day and must own or have access to additional units necessary to haul additional tonnage within a normal work week.

3. All tractor trailers and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any tractor trailer used to haul solid waste must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the solid waste during transport and permit the truck to be filled to capacity.

3.3 HAULING SERVICES

1. When any hauling takes place, a County representative shall provide a signed scale ticket and voucher for each load hauled out. The County will issue weight tickets; a copy of the weight ticket shall be given to the awarded vendor, and a copy shall be retained by the County.

2. Miami-Dade County shall pay per ton transported.

3. It shall be the sole responsibility of the vendor to ensure that the tickets and vouchers are not lost. The County shall not issue duplicate tickets.

4. Upon completion of any hauling job, the contractor shall submit an invoice and copies of all tickets and vouchers. They shall be matched to those retained by the County.

5. A copy of the tipping/disposal tickets and voucher shall be submitted with a detailed monthly invoice.

Toll charges (if any) will be paid by the successful bidders. Miami-Dade County shall only be responsible for paying the cost of hauling, as well as disposal cost at facilities where it has an existing account; no other charges will be paid by Miami-Dade County.

3.4 Invoicing Requirements

Invoices must be submitted for payment within thirty (30) days of the work being performed.

Invoices shall include the following:

1. Vendor Name
2. Date of Invoice
3. Invoice Number
4. Voucher Number
5. Scale Ticket Number
6. Purchase Order Number
7. Truck Number
8. Date of material hauling
9. Hauling point of origin
10. Disposal facility name and location
11. Cost per ton of material hauled
12. Total number of loads hauled
13. Total cost of hauling per load

3.5 PERMITS

Awarded vendor(s) shall obtain all permits required by applicable laws, regulations, and rules. Vendor shall prepare and maintain all records required by all applicable laws, regulations, rules and permits

3.6 CLEAN-UP

Any spills shall be removed by the vendor from the premises immediately, and disposed of in an appropriate manner. The awarded vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

3.7 PERFORMANCE

Should an awarded Vendor of an Invitation to Quote (ITQ) fail to complete the work within the number of days as stated in its offer, or the timeframe cited in the ITQ, the County may terminate the order, secure the services of another vendor to complete the work. If such suspension exceeds three (3) calendars days, the County may, at its sole discretion, terminate Work for cause and seek reprourement damages from the bidder.

SECTION 4 **SUBMITTAL FORM**

SUBMITTER: _____

Refer to Section 2.5 to ensure that your firm's responses and attachments comply with the Solicitation's requirements.

QUALIFICATION CRITERIA TO BE COMPLETED BY ALL SUBMITTERS

	Provide a minimum of three (3) references in which hauling of debris services have been provided within the past three (3) years.	Company Name: _____ Telephone No.: _____ Contact Name: _____ Title: _____ Email Address: _____ Address: _____ Dates of Service: _____ Work Description: _____
2.5.1	<i>Client Reference No. 1</i>	Company Name: _____ Telephone No.: _____ Contact Name: _____ Title: _____ Email Address: _____ Address: _____ Dates of Service: _____ Work Description: _____
	<i>Client Reference No. 2</i>	Company Name: _____ Telephone No.: _____ Contact Name: _____ Title: _____ Email Address: _____ Address: _____ Dates of Service: _____ Work Description: _____
	<i>Client Reference No. 3</i>	Company Name: _____ Telephone No.: _____ Contact Name: _____ Title: _____ Email Address: _____ Address: _____ Dates of Service: _____ Work Description: _____ <div style="text-align: right;">Initials: _____</div>

2.5.2	<p>Vendor shall be required to maintain an office within the geographic boundaries of Monroe, Miami-Dade, Broward, or Palm Beach County, Florida. This facility shall be staffed by competent company representatives who can be contacted Monday through Sunday 7:00 AM to 5:00 PM</p> <p>Initials: _____</p>
2.5.3	<p>Vendor shall have a dedicated line for a facsimile machine and/or an email address to expedite quotes daily, as per Section 2 Submittal Form, item 2.5.3.</p> <p>Fax: _____ Email: _____</p> <p>Initials: _____</p>
2.5.4	<p>Vendor(s) shall hold the following permit and will be required to provide copies of all permits with their response to this solicitation: General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code.</p> <p>Initials: _____</p>
2.5.5	<p>Evidence of insurance: Individual work projects will be submitted and awarded on an as needed basis with work to commence within the scope of work time frame. Therefore, all vendors shall provide a certificate of insurance, as per Section 2.9.</p> <p>Initials: _____</p>
2.5.6	<p>Vendors shall submit documented evidence of ownership and/or lease agreement of a minimum of twenty-five (25) tractor trailers.</p> <p>Initials: _____</p>