MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM *(FORMAT A)* TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

| BID | BUYER | PAGE |
|---|---|---|
| 072-NN03 | Vanessa Flores | Addendum 2 SC 1 |
| TITLE | | |
| RECYCLING AND SOLID WASTE COLLECTION SERVICES | | |

## SPECIAL CONDITIONS

1. PURPOSE: The purpose of this bid is to establish a contract, at firm unit prices, for recycling and solid waste collection services, for Miami-Dade County Public Schools locations. The term of the bid shall be for three (3) years from date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee(s), be extended for two (2) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may if considering extending, request a letter of intent to extend from the awardee, prior to the end of the current contract period. Notification of extension will be posted on the Procurement website, when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

2. AWARD: This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified herein. An award may be made to a Primary and Alternate vendor (where applicable) offering the lowest responsive and responsible bid for each item, grouping of items, or section as listed on the Format B (Bid Proposal Form.) The district reserves the right to award any individual and/or combination of bid items within this bid, whichever is in the best interest of the District. The costs required for each vendor to fill out on the Bid Proposal (Format B) Excel Worksheet is the price to M-DCPS per item per the defined unit (per cubic yard, each, etc.) A blank entry on any line item on the Format B will be considered as a "No Bid" response for that particular line item.

   The primary vendor shall initially assume all responsibilities of this bid. If, however, during the term of the bid the primary vendor fails to perform or the contract is terminated for any reason, the alternate vendor shall assume all responsibilities. Should the alternate vendor be contacted by M-DCPS to fulfill this contract, the alternate vendor shall start servicing this bid at a mutually agreed upon time decided by both the alternate vendor and M-DCPS. The alternate vendor's price(s) must remain the same as originally bid and must remain firm for the duration of the contract. All vendors agree to this condition by signing their bid.

3. PRE-BID CONFERENCE: A pre-bid conference will be held ***Tuesday, July 9, 2013 at 9:00 a.m.*** in Room 559 of the SBAB Building located at 1450 N.E. 2nd Avenue, Miami, FL 33132. Pre-Bid Conference attendance by the bidder or its qualified representative is *HIGHLY ENCOURAGED* to ensure bid compliance. At this meeting, any questions regarding the bid and scope of work shall be discussed.

4. BID SUBMITTALS: Bidders are requested to submit one (1) original (clearly marked) and one (1) copy of their bid. Bidders are requested to submit, with their bid package, all information requested herein. Bidders are required to submit, with their bid package, or within five (5) days of request, all information requested herein. Failure to submit the following documentation may result in the bid not to be considered for award. Bids will be accepted until the time and date indicated on the Bidders Qualification Form. Bidder must meet all award qualification requirements listed below along in order to qualify for bid award. Requested information includes, but is not limited to:

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SPECIAL CONDITIONS CONTINUED

- Signed Bidders Qualification Form
- Bid Proposal Form Price Sheets
- Vendor Information Sheet
- Occupational License
- Insurance Documentation
- Completed Drug-Free Work Place affidavit
- Valid e-mail address for SAP system communications (i.e. PO's)
- Provide the list of warehouse locations and list of truck fleet information, and equipment (including back up equipment) your company has dedicated for each Service Area for which you are submitting a bid.
- List of emergency telephone numbers and twenty-four (24) hour contact number
- List of employees with job titles who will be responsible for managing the contract services

5. INSPECTIONS: Prior to being recommended for award, a pre-award inspection of each bidder's facilities may be performed. If inspection is performed, bidders must demonstrate that it possesses sufficient equipment, organization, and financial support to commence this contract within 30 days after notification of award. M-DCPS reserves the right to inspect the vendor's operations facility and/or trucks. Failure to maintain all required licenses and satisfactory inspection reports by local municipalities, Miami-Dade County, State of Florida, and U.S. Government agencies during the term of this agreement and subsequent renewal(s) may result in the awardee(s) being defaulted.

6. SUBCONTRACTING: There shall be NO subcontracting for any services or items listed on this bid, with the exception of Section IV – Asbestos Pick-Ups where subcontracting will be allowed.

7. COLLECTION: This bid is based upon service for items listed in this bid solicitation, including the Format B (Items on Bid) Excel Spreadsheet. The following shall be applicable to all bid items:

   A. All bid prices shall include delivery, placement, relocation, pick-up, and removal of container(s), landfill/disposal charges, Municipal Franchise and other applicable fees for each item listed on the Format B (Items on Bid) Excel Spreadsheet.

   B. No additional fees/charges will be allowed during the contract period and extensions, if applicable.

SPECIAL CONDITIONS CONTINUED

C. All applicable fees, including but not limited to franchise and taxes, shall be the responsibility of the successful vendor(s) and shall be included in the bid price. A separate line item for such will not be considered. **During the original contract and/or extension period, if applicable, should any government or privately owned waste/recycling disposal or recovery site(s) exempt M-DCPS from any applicable fees, including but not limited to franchise and taxes, the awarded vendor(s) shall adjust their pricing downward reflecting the exemption(s) granted to M-DCPS.**

D. The schools and scheduled days of collection may be changed or reduced for summer school, winter recess, spring recess and/or other days as directed by the District. The successful vendor(s) will be notified, in sufficient time to arrange their collections accordingly. Invoices shall be adjusted to reflect changes in service.

E. In addition, to ensure student safety during school days, the Board may request that pick-up service at selected schools be suspended during the hours of student arrival and/or lunch time.

In addition, the following shall be applicable for solid waste, recycling, compactor, and roll-offs:

SOLID WASTE

F. **Service five (5) days per week (Tuesday through Saturday)** for each location, except where indicated otherwise. Daily pick-up service shall occur between the hours of 7:00 a.m. and 11:00 a.m. on weekdays and no earlier than 9:00 a.m. on Saturdays.

G. Additional M-DCPS pick-ups requested by District Inspections, Operations and Emergency Management (DIOEM) shall be billed at the bid pick-up cost for affected site(s).

RECYCLING

H. **Service one (1) day per week (Tuesday through Saturday)** for each location, except where indicated otherwise. Weekly pick-up service shall occur between the hours of 7:00 a.m. and 11:00 a.m. on weekdays and no earlier than 9:00 a.m. on Saturdays.

I. Additional M-DCPS pick-ups requested by DIOEM shall be billed at the bid pick-up cost for affected site(s).

J. The awarded vendor shall provide the following 90-95 Gallon totes to each District site as part of their bid submission. Each tote must have wheels with hinged lids and identifiable labeling the tote as Recyclable Material.

K. The District reserves the right to adjust the amounts per site in accordance with the totals for each

region. The amount of totes per site is as follows:

SPECIAL CONDITIONS CONTINUED

2 Elementary School Sites
4 K-8 and Middle School Sites
8 High School/Vocational Sites
4 Other District Sites

COMPACTORS

L. Service five (5) days per week (Tuesday through Saturday) Daily pick-up service shall occur between the hours of 7:00 a.m. and 11:00 a.m. on weekdays and no earlier than 9:00 a.m. on Saturdays.

M. Additional M-DCPS pick-ups requested by DIOEM shall be billed at the bid pick-up cost for affected site(s)

ROLL-OFFS

N. The frequency of the pick-up will be determined by the District and M-DCPS shall notify the vendor no later than the day prior to pick-up service being needed.

O. All service (delivery, exchange or removal) shall be performed within two (2) days of required by DIOEM and shall be billed at the bid cost for affected site(s).

P. If no activity within 30 days, vendor may remove roll-offs (RO) after notification to M-DCPS.

8. BIN TYPE CONTAINERS: Vendor(s) shall furnish bin type front-loading bin type containers to meet at a minimum the volumes listed in the bid documents. The awarded vendor(s) shall visit all M-DCPS sites awarded to become familiar with locations at each site that require collection bins. The awarded vendor(s) shall submit a plan for approval to M-DCPS regarding the quantity and size of bins provided at each site, taking into consideration the availability of satisfactory service yard spaces prior to start of service. The following shall apply to bid type containers:

A. The volume/capacity of each solid waste and recycling container shall be clearly labeled on each unit and shall be available up to 8 cubic yard capacities, unless otherwise requested by the District.

B. The volume/capacity of each roll-off container shall be clearly labeled on each unit and shall be available in 20, 30, and 40 cubic yard capacities (where applicable).

C. All solid waste, recycling, and asbestos containers shall have lids or other closure device to ensure compliance with local, state and Federal laws.

SPECIAL CONDITIONS CONTINUED

D. Once the initial plan is approved, any change(s) the awarded vendor(s) propose to any district site must be approved by M-DCPS before implementation.

E. The awarded vendor(s) is/are responsible for maintaining and updating the plan with any changes approved or requested by M-DCPS during the term of the contract and any extension periods, if applicable.

F. Vendor(s) shall have placed all equipment or containers within thirty (30) days after issuance of purchase order or as scheduled.

G. At certain locations, specific equipment type (front loading/rear loading), padlocks and wheels may be required and will be provided at no additional cost to the Board. At approximately 60~~120~~ locations, awarded vendor(s) will provide a hole in the lid of the solid waste bin provided to accommodate a duct used by a Somat machine.

H. Vendor(s) shall, upon request by the Board, relocate any waste bin at any District location, within 24 hours at no additional cost to the Board.

I. At the conclusion of the contract, the awarded vendor(s) shall maintain service during the transition period until the new containers have been placed and the new service begins.

9. BIN ADDITIONS/REMOVAL/REPLACEMENT: Additional waste collections may be required on an as needed basis.

A. Additional facilities and services will be added at the bid price awarded for each item listed, as stated in the Format B (Items on bid) under the appropriate group where the facility and/or service is requested.

B. Vendor(s) shall remove, replace, and/or add bin(s) to any location within 2 days of a request by M-DCPS.

C. Reduction of facilities, bins and service will be done at the bid price awarded for each service in its appropriate group, with M-DCPS being credited and the monthly invoices adjusted accordingly.

D. Prior to changes in services, authorization must be granted by DIOEM.

10. CONTAMINATION OF RECYCLED MATERIALS: If the successful vendor determines that the material to be recycled is contaminated, then vendor shall cease pick-up and immediately notify DIOEM of said condition. Disposal of contaminated recycled material must be authorized by DIOEM. Failure to notify DIOEM as described above will result in such pick-up charges being disallowed from monthly billings. M-DCPS may

dispose of cardboard, paper, plastic, glass, metals and other approved items in this dedicated bin.

SPECIAL CONDITIONS CONTINUED

11. QUALITY OF SERVICES: If the awarded vendor(s) provides pick-up service at unauthorized hours or fails to provide the pick-up service at the specified frequency at any site, the Board shall receive the following credit for any item listed on the Format B (items on bid) spreadsheet:

<u>Recycling and Solid Waste Containers</u>
One day in a month – Two day credit
Two days in a month – Ten day credit
Three days in a month – Twenty day credit

<u>Roll-Off Containers</u>
Each occurrence – No charge for service

12. ZERO TOLERANCE: Because of their proximity to neighboring homes, there are certain schools and locations under a "zero tolerance" policy where the damages assessed to the awarded vendors for any unauthorized pick-up will be $1,000 for each occurrence.

13. BIN SIZE IDENTIFICATION: If the vendor(s) fails to clearly label the size of any bin, either solid or recycled waste, the Board shall receive the following credit:

<u>Recycling and Solid Waste Containers</u>
One day in a month – Two day credit
Two days in a month – Ten day credit
Three days in a month – Twenty day credit

<u>Roll-Off Containers</u>
Each occurrence – No charge for service

14. BIN CLEANING: All bins shall be sprayed, after each collection, with a non-toxic chemical disinfectant and deodorant approved by the M-DCPS Department of Materials Testing and Evaluation. Failure to provide this service after each pick-up shall entitle the District to receive the following credit:

<u>Recycling and Solid Waste Containers</u>
One day in a month – Two day credit
Two days in a month – Ten day credit
Three days in a month – Twenty day credit

<u>Roll-Off Containers</u>
Each occurrence – No charge for service

SPECIAL CONDITIONS CONTINUED

15. BIN LIDS: All bin lids shall be closed after each pick-up and capable of being locked to prevent unauthorized use. If the vendor(s) fails to have a properly functioning bin lid, either solid or recycled waste, the Board shall receive the following credit:

    Recycling and Solid Waste Containers
    One day in a month – Two day credit
    Two days in a month – Ten day credit
    Three days in a month – Twenty day credit

16. BIN MAINTENANCE: Vendor(s) shall be responsible for maintaining all bins during the term of the contract. All bins must comply with safety, health, environmental, and other requirements by both local and state governments. Bin Repairs and/or replacements shall occur within two (2) days of request by M-DCPS. If the vendor(s) fails to maintain the bin, either solid or recycled waste, the Board shall receive the following credit:

    Recycling and Solid Waste Containers
    One day in a month – Two day credit
    Two days in a month – Ten day credit
    Three days in a month – Twenty day credit

    Roll-Off Containers
    Each occurrence – No charge for service

17. DEFAULT: The supplier(s) shall inform the purchaser of any problems or delays in providing the awarded item(s) as required. The School Board shall consider repetitive non-deliveries, late deliveries, and/or deliveries of products not meeting specifications, to be a default of contract, and may result in a termination of the contract with the pertinent default penalty imposed, as defined in Instructions To Bidders.

18. EXEMPTIONS FROM THIS BID: M-DCPS reserves the right to procure items described herein through the use of other M-DCPS bids, contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of M-DCPS. M-DCPS reserves the right to bid or quote separately any item(s) if the vendor(s) fails to perform or for any other reason if deemed to be in the best interest of the School Board. An advance notice of 30 days shall be given should the District decide to invoke the non-exclusivity clause.

19. ESTIMATED QUANTITIES: The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities or dollar value that will be used during the contract period. M-DCPS is not obligated to place an order(s) with vendors participating on this bid. Order placement will be based on the needs and interest of M-DCPS. M-DCPS may expand the use of compactors and increase recycling programs at various district sites which could result in a

change of the estimated quantities during the term of this bid and extensions, if applicable.

SPECIAL CONDITIONS CONTINUED

20. CHARTER SCHOOLS: Items awarded under this contract shall be made available to charter schools authorized by the School Board.

21. OCCUPATIONAL LICENSE: Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

22. OTHER REQUIRED LICENSES, PERMITS AND FEES: Bidder(s) must be established, duly licensed firm(s) in the waste collection business in Miami-Dade County, Florida, operating with modern waste collection equipment (packer type bodies). The successful vendor(s) shall obtain and pay for all licenses, permits and fees required for this service and shall comply with all laws, ordinances, and regulations. The successful vendor(s) shall pay all federal, state, and local taxes chargeable to the operation. The Board will not collect or pay any sales tax for the awarded vendor(s). Damages, penalties and/or fines imposed on the Board or the awarded vendor(s) for failure to obtain required licenses, permits or fines shall be borne by the vendor.

23. U.S.D.A. CERTIFICATION DOCUMENT: Each and every awarded vendor is/are required to complete, if applicable, and to submit the U.S. Department of Agriculture Certification Forms contained herein. Failure to do so may result in the bid not being considered for award. Awards exceeding $25,000 will not be made to Awarded Bidder(s) who has/have not submitted this form.

24. LOCAL PRESENCE REQUIREMENT: Awarded Vendor(s) shall be accessible to M-DCPS Staff on a 24-hour basis, 7 days per week. The awarded vendor shall have a physical presence (e.g. office, depot facility, service yard, etc.) in the South Florida Metropolitan Market Area (Miami-Dade, Broward, Palm Beach, Collier, or Monroe Counties.) The awarded vendor shall have one primary/secondary contact person available at 7 AM each workday.

25. INSURANCE REQUIREMENTS: Successful bidder(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful bidder(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the bidder(s) not being recommended for the bid award.

SPECIAL CONDITIONS CONTINUED

26. PROTECTION OF PROPERTY: Vendor(s) shall be responsible for damages to all buildings, structures, and utilities that are underground, above ground, or on the surface when such damage occurs during or as a result of services performed under this contract. Vendor shall repair such damage(s) within 10 working days or M-DCPS may repair damage and deduct an amount equal to three times the actual cost of repairs from the vendor's total monthly invoice.

27. BILLING: Monthly invoices shall be itemized by group, region, and location and in numerical order (by Board location code).

    A. The District requires that the invoice be submitted in paper and electronic (Excel or other requested file type) format. Each entry shall include the following:
       1) Board location I.D.
       2) Cubic yards approved by the district
       3) The awarded cost per cubic yard for the location
       4) Number of regular pick-ups per month
       5) Number of additional authorized pick-ups per month
       6) Amount (pounds) recycled per pick-up
       7) Total monthly service cost per district location.

    B. Any credits or rebates due back to the District for recycling shall also be stated on the invoice.

    C. In addition, invoices shall reflect credits for appropriate collection service at the designated prorated bid cost for the affected site(s) during times of service suspension requested by M-DCPS (i.e. summer service decreases, holidays, recess period, etc.) or documented missed pickups.

    D. No alternate method of billing will be accepted unless approved by the DIOEM.

28. VENDOR INFORMATION SHEET: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.

29. BIDDERS RESPONSIBILITY: Each bidder(s) shall carefully examine the Instructions To Bidders, Specifications, Special Conditions as listed, and the list of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the bid details and the number and wide spread locations of schools.

SPECIAL CONDITIONS CONTINUED

30. BID ADDENDUMS OR QUESTIONS AND ANSWERS: All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: http://procurement.dadeschools.net/ *(THEN CLICK ON THE BLUE BAR) Good & Services Bids and Contracts (THEN CLICK ON THE YELLOW BAR) New Bids and RFP's.*

31. CONE OF SILENCE: A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested, in writing, by FAX or E-mail to:

Vanessa Flores, Buyer
Procurement Management Services
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 352
Miami, Florida 33132
Fax #305-523-2331
E-Mail: vyflores@dadeschools.net

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-Mail: martinez@dadeschools.net

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID SHALL BE ONE BUSINESS WEEK (5 WORKING DAYS) PRIOR TO THE BID OPENING DATE.

All questions regarding this solicitation must be faxed or e-mailed Ms. Vanessa Flores, Buyer, M-DCPS Procurement Management Services at Fax number: (305) 523-2331 or via e-mail at vyflores@dadeschools.net

32. FORCE MAJEURE: Neither the Board nor the contractor shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage and fire, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.