

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No. RFP285

Re-Bid
 Other

LIVING WAGE APPLIES: YES X NO

Requisition/Project No: RFP867

TERM OF CONTRACT: 5 years with one 2 year option-to-renew

Requisition/Project Title: Operation of Waste Water Treatment Plants

Description: Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Public Works and Waste Management (PWWM) Department, is soliciting proposals from firms that are capable, qualified and experienced in operating and maintaining wastewater treatment plants and associated groundwater extraction and injection well fields on behalf of the County.

User Department(s): PWWM

Issuing Department: ISD/PM Contact Person: Pearl P. Bethel Phone: (305) 375-2102

Estimated Cost: \$5,000,000

Funding Source: Proprietary

REVENUE GENERATING:

ANALYSIS

Commodity/Service No: <u>968-95</u>		SIC: _____	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <u> </u> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>1st Five Years</u>	<u>3RD YEAR</u>
Contractor:	<u>Shaw Environmental, Inc</u>	<u>Shaw Environmental, Inc</u>	
Small Business Enterprise:	<u>Selection Factor</u>	<u>Selection Factor</u>	
Contract Value:	<u>\$5,052,222.00</u>	<u>\$4,766,247.00</u>	
Comments:			
Continued on another page (s): <u> </u> Yes <u> </u> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

RECEIVED
 BUSINESS DE.
 DEP. JUN -3 AM 8:20
 2013
 Signed: Pearl P. Bethel

Date to SBD: May 31, 2013

Date Returned to DPM: _____

This document is a draft of a planned solicitation and is subject to change without notice.

**REQUEST FOR PROPOSALS (RFP) No. 867
FOR
OPERATION OF WASTE WATER TREATMENT PLANTS**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2013 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Division
for
Public Works and Waste Management (PWWM) Department

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Pearl P. Bethel, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2102
E-mail: bpearl@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2013 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Public Works and Waste Management (PWWM) Department, is soliciting proposals from firms that are capable, qualified and experienced in operating and maintaining wastewater treatment plants and associated groundwater extraction and injection well fields on behalf of the County.

The County anticipates awarding a contract for a five year period, with one, two-year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference: See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadade.gov at least five days in advance.

Deadline for receipt of questions:

Proposal due date: See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional

information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in

writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Public Works and Waste Management (PWWM) Department, is soliciting proposals from firms that are capable, qualified and experienced in operating and maintaining wastewater treatment plants and associated groundwater extraction and injection well fields on behalf of the County.

PWWM owns two Sequencing Batch Reactor (SBR) facilities used to treat wastewater in the County. The SBR facilities are located at the South Dade Landfill and the Old South Dade Landfill. The SBR at the South Dade Landfill is designed to pre-treat leachate to meet the General Pretreatment Standards for sewer discharges contained in Chapter 24-42.4 of the Miami-Dade County Code. The SBR at the Old South Dade Landfill is designed to treat ammonia contaminated groundwater as required by the Florida Department of Environmental Protection (FDEP) Permit EI-13-0138315-001. Additionally, there are groundwater extraction and injection well fields associated with the SBRs at the South Dade Landfill and the Old South Dade Landfill that are part of this solicitation and shall hereby be referred to as the SBR System(s).

2.2 Minimum Qualification Requirement

The minimum qualification requirement for this Solicitation is that the Proposer shall have on staff individuals who will supervise plant operations. Those individuals must possess a "Class A" wastewater treatment plant license issued by the Florida Department of Environmental Protection. A subcontractor cannot fulfill this requirement. A copy of the license must be provided with the proposal.

2.3 Preferred Qualification

Proposer shall have a minimum of five years' experience operating a waste water treatment plant or remediation system involving biological treatment.

2.4 Description of Facilities and Design Capabilities

1. **Old South Dade Landfill SBR:** The Old South Dade Landfill SBR plant is located south of the intersection of S.W. 97 Avenue and S.W. 248 Street, and has been in operation since February 2001. The SBR was designed by U S Filter, Metcalf & Eddy. The plant's capacity is 1.2 million gallons per day.

The Old South Dade Landfill SBR groundwater treatment system includes a series of groundwater extraction and injection wells and; the associated piping, pumps and pump stations, generators and; groundwater monitoring gauges, wells and; influent and effluent sampling ports, flow meters and; storm water control structures, grates drains and screens, berms, liners and; all other associated structures and appurtenances are covered by the requirements of this Solicitation.

Influent to this SBR consists of ammonia contaminated groundwater from a series of extraction wells. A carbon source (Methanol) is added to the influent to facilitate treatment. Influent data for the past year is included in Attachment A. The contaminated groundwater is processed through the SBR and the effluent is then disposed in a series of injection wells on-site. Clean storm water is also disposed of in these injection wells. Effluent shall at all times meet the design specifications, and shall comply with all regulatory agency requirements, including requirements contained in FDEP Permit No. EI-13-0138315-001, Chapter 62.520, Florida Administrative Code and Chapter 24-42.4 of the Miami-Dade County Code. Storm water control structures and containment berms are to be inspected and maintenance performed as required to ensure proper flow. The selected Proposer shall report all problems to the County's Project Manager. The SBR System may be modified in the future to accept groundwater from the groundwater extraction well field located at the South Dade Landfill. This change is not anticipated to significantly upset, change, or add costs to the operation of the Old South Dade Landfill SBR System.

2. **South Dade Landfill SBR:** The South Dade Landfill SBR plant is located at, 23707 S.W. 97 Avenue and has been operational since March 2001. The SBR was designed by Fluidyne IT Corporation. The plant's

capacity is 0.32 million gallons per day. The South Dade Landfill SBR leachate treatment system includes the associated piping, and pumps monitoring gauges, berms and liners and a series of fifteen low volume groundwater extraction wells, monitoring gauges, and other associated structures and appurtenances are also covered by the requirements of this Solicitation. Influent for this SBR is raw leachate emanating from the South Dade Landfill. Once the leachate is pretreated, the effluent is discharged to sanitary sewer. Leachate data for the past year appears on Attachment B. Effluent shall at all times meet the design specifications, and shall at all times meet the Miami-Dade County Sewer Discharge Standards contained in Chapter 24-42.4 2of the Miami-Dade County Code. The South Dade Landfill SBR System also includes fifteen (15) low volume wells whose maintenance and monitoring are also part of this Solicitation.

2.5 Services To Be Provided

The selected Proposer shall provide the following Services, and shall consider all such work part of the standard services and operating expenses:

The selected Proposer shall:

1. Provide consultation and recommendations to the County and serve as the County's representative to regulatory agencies and Miami-Dade residents in matters related to the operation of the SBR Systems, including written reports and presentations that may be requested by PWWM.
2. Conduct and oversee all regulatory, compliance, and financial transactions pertaining to the operation of the SBR Systems with all local, state, and federal regulatory requirements including those stipulated in this solicitation.
3. Maintain staff on-site 16 hours per day seven days per week.
4. Hold and maintain, for all personnel staffing the SBR facilities, 40 Hour OSHA HAZWOPER certification and the staff shall be trained in lock-out and tag-out and confined space entry procedures contained in 29CFR 1910.
5. Arrange and maintain records for the SBR Systems, and pay for the transportation and disposal of sludge residue, and all other wastes from the operation of both SBR Systems.
6. Provide technical and analytical services as requested and in conjunction with routine day-to-day operations and samplings specified in Section 2.8, including the monitoring and preparation of all reports. Routine samples for process control can be self-performed by the selected Proposer. Routine analysis of process control samples of all effluent and influent are to be performed at least twice daily and at a minimum include: ammonia, nitrate, pH, and temperature. When sampling for regulatory compliance a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC) shall be used. Said water quality sampling shall be supervised and paid for by the selected Proposer utilizing the services of the County's contract laboratory.
7. Provide security and maintenance for the SBR facilities' building, immediate grounds and landscaping. The SBR facilities shall remain locked and secured when unattended. Fences, gates, and locks shall be maintained in good working order. Landscaping shall be neatly maintained and the grounds shall be clean, neat and litter free at all times. Buildings, wells, tanks, and all other associated structures are to be maintained, cleaned, and all interior and exterior paintable surfaces are to be re-painted as needed, or at least once during the term of any agreement executed as a result of this Solicitation.
8. Provide janitorial services for all areas of the building located at the Old South Dade Landfill SBR facility as well as pest control services at both SBR facilities. Additionally, the selected Proposer shall provide maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the Old South Dade Landfill SBR building.

9. Perform maintenance in accordance with the SBR Preventative Maintenance Schedule, (Table 1), to assure proper operation of each facility and compliance with all local, State and Federal guidelines and regulations. The selected Proposer may revise the schedule, if needed, but any revision shall be approved by the County's Project Manager. All repairs under \$10,000 (individually not in aggregate) are the responsibility of the selected Proposer.

2.6 Selected Proposer's Responsibilities

The selected Proposer shall:

1. Furnish all labor, materials, parts, equipment, chemicals, transportation, and supervision necessary to provide the services required under this Solicitation. Services may include, but are not limited to: daily operations, maintenance of both of the SBR facilities and any associated groundwater extraction and injection well fields, regulatory testing and reporting, equipment upgrades, repairs, and rehabilitation of the SBR Systems, and any operational needs as requested by the County.
2. Assume responsibility for all expenses incurred in the operation and maintenance of the SBR System, including chemicals (except for Methanol), parts, and all supplies. The selected Proposer shall also provide all necessary staffing and equipment required to provide these services, including vehicles, personnel, preventive and corrective maintenance including those listed in Table 1, contracted services, procurement of materials and supplies including the replacement of parts attributable to normal wear and tear, the disposal of sludge, residue, and all other wastes generated by the SBR Systems. All such costs shall be considered part of the standard services and operating expenses.
3. After an initial site visit, provide a proposal with any equipment upgrades, replacements and repairs, except for those already noted below, required for a smooth transition, to effectively assume the operation of the SBR Systems. The County may provide a one-time reimbursement to the selected Proposer for expenditures for equipment (with prior written approval by the County) involving Proposer's suggested corrective repairs prior to the selected Proposer assuming the responsibilities required herein.
4. Provide the County's Project Manager with an initial inventory of spare parts, materials and chemicals (except for Methanol) for review and approval. The County, on a one time only basis, will reimburse the selected Proposer for such additional costs including spare parts, material, and chemicals (except for Methanol) not-to-exceed \$25,000 to complete the approved inventory. The Selected Proposer shall be responsible for maintaining all inventories and supplies for the SBR Systems as described herein and shall maintain a spare parts inventory in the original quantity and condition. All costs for restocking of the inventory shall then be considered part of the selected Proposers standard services and operating expenses.
5. At all times, when presented with valid identification, provide supervised access to the SBR facilities for approved County personnel, County authorized agent's consultants, guests, and employees.
6. Provide supervised access to the SBR facilities for regulatory agency officials conducting inspections or any duties required by law or permit condition.
7. Provide all SBR System's operating manuals, specification booklets, reports, records, data, software and information including, but not limited to operation reports, treatment system performance reports, reports required by this Solicitation, regulatory agency inspection reports. Laboratory data, budgetary and financial information shall be maintained in good order by the selected Proposer, and shall remain the property of the County. All site-specific operating procedure guidelines, preventive maintenance and safety programs, and plant evaluation reports and data shall remain the property of the County.
8. Assign staff to be on call 24 hours per day, seven days a week in case of an emergency. In the event of such an emergency affecting the safety of persons or property, respond in accordance with its best professional judgment, to prevent threatened damage, injury or loss. Such actions, including any

financial expenditure, shall be immediately communicated to the County's Project Manager with a written follow-up report issued within 24 hours. Compensation for any action taken in response to the emergency will be covered as additional work.

2.7 Regulatory Noncompliance

The selected Proposer shall pay for all penalties or fines imposed on the County as a result or consequence of the selected Proposer's failure to meet any and all reporting and record keeping requirements and violations of permit discharge limits unless the violations are attributable to the following:

1. Influent flows and pollutants which are not within the design capabilities of the SBR Systems, including but not limited to soluble oil, heavy metals, other toxic substances, excessive suspended solids, and excessive organic loading unless conditions were caused through the actions of the selected Proposer, its employees, subcontractors, suppliers, or material man.
2. The malfunction or failure(s) of equipment giving rise to a violation, which is not the causation of the selected Proposer.

2.8 County's Responsibility

The County will:

1. Evaluate recommendations, and approve, or disapprove, or approve with amendment the initial inventory and recommendations stipulated above in Section 2.5 (3) and (4). The approval, disapproval or approval with amendment decision of the County's Project Manager shall be considered final.
2. Reimburse the selected Proposer for expenditures for equipment (with prior written approval by the County) over \$10,000 (individually not in aggregate) involving corrective repairs and replacements, except in the case of misuse, negligent acts, errors, or intentional or unintentional omissions by the selected Proposer. The selected Proposer shall provide justification, as required by the County's Project Manager, and review of the related factors for such expenditures. Any repairs or replacements required as the result of an OSHA inspection or other regulatory agency inspection or consultation shall be implemented immediately provided the selected Proposer has received prior written authorization from the County. All such work shall be considered additional work not part of the routine operation and maintenance work.
3. Pay for all utilities at both SBR facilities.
4. At its discretion, provide the selected Proposer, its agents and employees access to the SBR facilities and any structure and appurtenances associated with the SBR Systems.
5. Provide the selected Proposer use of all existing equipment at the SBR facilities necessary for the operation and maintenance of the SBR.
6. Maintain and repair all water services, distribution mains, pump stations, and other appurtenances not constituting but connecting to the SBR facilities.
7. Provide prompt written notice to the selected Proposer whenever it observes or becomes aware of any development that affects the scope or timing of selected Proposer's services or any failure of selected Proposer to perform in accordance with the terms and conditions of any Agreement resulting from this Solicitation.

2.9 Sampling, Reporting and Other Requirements

The selected Proposer shall:

1. Prepare all reports required by the County, local, state and federal agencies. All reports are to be provided to the County as hard copies and in electronic format.
2. Maintain all records deemed useful by County to monitor and control the operation of the SBR System.

Unless otherwise indicated above, the selected Proposer shall consider all such Work part of the standard services and operating expenses. A penalty will be imposed for each late report, including revisions, on the monthly invoice for the month during which a report was due (See Penalty Fee).

A. Reporting Schedule:

Task	Report Types	Report Description	Due Dates
A.	Annual Operating Maintenance and Repair Report	The selected Proposer shall provide an Annual Operating Report for each SBR System. Report information shall include, but not be limited to, facility maintenance issues and the quantity and quality of the effluent. This report shall include at a minimum: number of gallons treated per day, per year, and effluent quality; any interruption in the operation of a facility and the reason for the interruption; a narrative discussing plant operation and maintenance, detailed maintenance records or tables including all dispersals from a facility's inventory and date and reason for dispersal, and replacement date of the items in a facility's inventory.	January 31 of each year.
B.	Quarterly Inspection Reports for OSDLF	This report shall include information of the Old South Dade Landfill storm water management system including all swales, berms, basins, and wells that shall be inspected on a weekly basis, and after any rain that totals more than 0.5 inches. This report shall also include information on all drains, gratings and the pump station associated with the disposal wells. The disposal wells shall be inspected on a weekly basis and after any rain that totals more than 0.5 inches, and such structures shall be kept clean and in working order. This report shall include structural inspection reports of the pump station associated with the disposal wells, the disposal wells, and checking the calibration of control elevations at the pump station. The written Inspection Report addressing the status of all such structures and steps taken to care for and maintain them including copies of the weekly Storm Inspection Reports shall be submitted to the County's Project Manager.	Within thirty days after the end of each calendar quarter.
C.	Quarterly Extraction Well Performance Report	Two measures of Extraction Well performance are required. Sediment levels in the system shall be measured by weekly Rossum Sand Sampler in the discharge pipe. Additionally, all intake and discharge pipes and fittings shall be inspected daily.	Within thirty days after the end of each calendar quarter.

D.	Quarterly Hydraulic Containment Report	Two measures of hydraulic containment are required. Extraction Well flow rates are to be continually monitored by an in-line flow meter on each well. Additionally, gauge Extraction Monitoring wells (EM), Shallow Piezometer and Deep Piezometer wells (SP and DP), and the L-31E. All Extraction Well Elevations shall be measured to: a) delineate the extent of hydraulic containment, b) to calculate the gradients, c) to show water table contours and d) to identify the capture zone.	Within thirty days after the end of each calendar quarter.
F.	Monthly Treatment System Performance and Water Quality Report for Old South Dade Landfill	Measures of the treatment system performance and water quality are required and include but are not limited to: Flow rates percentages and total flow (treatment), ammonia removal rates and totals, treatment efficiency, site ammonia levels, local rainfall, and inspection reports. Three way split samples {1)bench test 2) County's contract lab 3) outside contract lab} will be taken at a minimum of once per quarter and results included in the report	By the 10th of the following month.
G.	Monthly Monitoring of Groundwater Recovery at the South Dade Landfill Low Volume Wells	Each well has a flow meter to be read daily (seven days a week). Additionally, the totalizing flow meter is to be read daily (seven days a week). Total flow and per well flow is to be quantified and reported	By the 10th of the following month.
H.	Monthly Groundwater Level Monitoring and Reporting at the South Dade Landfill.	In selected wells, groundwater levels are to be taken weekly except during January and July. System wide January and July water levels will be provided by the PWWM. Weekly hydrographs are to be created and groundwater levels reported.	By the 10th of the following month.

B. Sampling and Reporting Requirements:

1. For Task F above for the Old South Dade Landfill, the influent (untreated groundwater) and effluent (treated groundwater) water, each individual extraction well, each individual injection, and each monitoring well cluster at the Old South Dade Landfill shall be sampled utilizing the services of the County's NELAC certified contract laboratory. The County at its sole discretion may request a three way split sample during any quarter. Sampling ports are provided in the respective manifolds, and samples shall be taken there. Effluent and influent samples shall be taken from their respective manifolds. All samples for laboratory analysis shall be tested in the field for pH (units), conductivity (umhos), and temperature (C). Laboratory analyses shall be for the following parameters:
 - a. Ammonia (mg/l)
 - b. Nitrate (mg/l)
 - c. Total Dissolved Solids (mg/l)
 - d. Chloride (mg/l)
 - e. Iron (mg/l)
 - f. Sodium (mg/l)
 - g. Thallium (mg/l)

All required reports shall clearly identify the facility name, ID Number, location of samples, date of sampling, date of recording, the operators' names, telephone numbers and type of data shown. The lead plant operator must sign and date each report. All reports must include a copy of the raw data from the reporting laboratory. The laboratory data must be in the FDEP format. Sample results elevated above background levels shall be noted and long and short-term trend analyses shall be included in each report. Short-term analyses shall be considered the previous 12 months. Long-term analyses shall be considered as all available data. Tables and graphics depicting performance of the injection wells, based on the data from the in-line pressure gauges, shall also be provided.

2. The Monthly Treatment System Performance and Water Quality Report (Task F. above) shall be clearly identified with the facility name, ID Number, location of sample, date of sampling, date of recording, the operators' names, telephone numbers and type of data shown. The lead plant operator must sign and date each report. All reports must include a copy of the raw data from the reporting laboratory. The laboratory data must be in the FDEP format. Sample results elevated above background levels shall be noted and long and short-term trend analyses shall be included in each report. Short-term analyses shall be considered the previous 12 months. Long-term analyses shall be considered as all available data. Tables and graphics depicting performance of the injection wells, based on the data from the in-line pressure gauges, shall also be provided.

2.10 Methanol

The Old South Dade Landfill SBR System uses Methanol as a carbon source for denitrification in the process to treat contaminated groundwater. At the current rates of treatment an estimated 100 gallons per day of Methanol is used. The selected Proposer shall, on a yearly basis, bid out the purchase of Methanol. The cost of the Methanol, based on the lowest bid received by the selected Proposer, will be a fixed price for the year. On a monthly basis, the County will reimburse the selected Proposer for the cost of the Methanol used in the process at the straight cost with no adder applied to the price. The selected Proposer shall provide the County all records of bidding out the Methanol.

2.11 Optional Services

At the County's sole discretion, the selected Proposer may be required to perform related optional services on an as needed basis, which may be required to address compliance, design or construction issues as may be needed or required by regulatory agencies and for continuous operation of the SBR Systems. Examples of such optional services would include: Engineering for capital replacement needs; assistance with permitting; any design or service change required by new or revised laws, rules, regulations or code requirements; new or amended orders of any public authority or court. At the County's request, the selected Proposer shall provide a formal written scope of work and price to be submitted for review and approval by the County's Project Manager. The County's written authorization shall precede commencement of any work.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Technical Criteria

Points

1. Proposer's relevant experience, qualifications, and past performance
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors
3. Proposer's approach to providing the services requested in this Solicitation

Price Criteria

Points

4. Proposer's proposed price

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress

payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package