

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. n/a  
 Contract  
 Re-Bid   
  Other – \_\_\_\_\_   
 LIVING WAGE APPLIES:  YES     NO

Requisition No./Project No.: EVN0000072   
 TERM OF CONTRACT 2 MONTHS(S) WITH  YEAR(S) OTR

Requisition /Project Title: Surfside Search Effort

Description: 
 Separate and sort the material within the pile into separate piles. Once the Imploded Debris is sorted, debris will be sifted and spread out to enable Miami-Dade County Police Department staff to search for personal property until all debris piles have been searched.

Issuing Department: ISD for PD   
 Contact Person: Jason Edelstein   
 Phone: 375-4211  
 Estimate Cost/Value: unknown   
 GENERAL    FEDERAL    OTHER  
 Funding Source: XXX       

### ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">97524</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Contract Value:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Comments:</b>	<span style="border: 1px solid black; padding: 2px;"></span>			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

Basis of Recommendation:

Signed: JLT for Jason Edelstein   
 Date sent to SBD: 7/27/22

	Date returned to SPD:	
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Rev. 072518

## SECTION 2

### ADDITIONAL/SPECIAL TERMS AND CONDITIONS

#### **2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase debris sorting services, for the Surfside condo collapse Imploded Debris pile located at 7333 NW 12<sup>th</sup> Street, Miami, FL, 33126 (Management and Staging Site). Awarded Bidder will separate and sort the material within the pile (e.g. metal from dirt and concrete) into separate piles with machinery/equipment. Once the Imploded Debris is sorted, debris will be sifted and spread out with machinery/equipment to enable Miami-Dade County Police Department (MDPD) staff to search for personal property until all debris piles have been searched. Work shall be scheduled six days a week with one twelve (12) hour shift per day.

This emergency Contract is for urgent and immediate need which would not be possible without expedited purchasing procedures.

#### **2.2 DEFINITIONS**

- A. Project Manager: refers to the individual that represents Miami-Dade County and will provide guidance as to the work/equipment needed on a daily basis.
- B. Management and Staging Site: located at 7333 NW 12th Street, Miami, FL 33126.
- C. Hazardous Waste: refers to any waste, product, substance, or combination or breakdown product thereof which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may, when improperly transported, disposed of, stored, treated or otherwise managed, cause, or significantly contribute to, an increase in mortality, or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste also means any item that has the potential to be physically hazardous, the potential to cause serious injury to persons or property, such as flammables, explosives, compressed gas cylinders, etc.
- D. Imploded Debris: refers to co-mingled detritus caused by a disaster in Miami-Dade County, including but not limited to: miscellaneous concrete, rebar, Hazardous Waste, debris and textiles/materials of unknown provenience.

#### **2.3 TERM OF CONTRACT**

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the County Mayor or designee, unless otherwise stipulated in the Purchase Order issued by the requesting Department and shall remain in effect for 60 days or until such time as the services are completed and accepted by the County's authorized representative, whichever occurs later.

#### **2.4 METHOD OF AWARD**

Award of this contract will be made to the responsive, responsible Bidder who submits the lowest daily price which covers the cost of all equipment, machinery operators, tools, supervision, materials, required supplies, permits, fuel, maintenance and all other items required or incidental to providing the search effort services, and who meets the requirements in Section 2.5.

**The Awarded Bidder shall fully mobilize, be on site and fully operational with the equipment and operators within 48 hours of the Notice to Proceed issued by the County.**

## 2.5 Requirements

Bidders must meet the following requirements to be considered for award:

### 2.5.1 Bidder or Bidder's Subcontractor shall comply with one of the following license requirements:

- a. State of Florida Certified General Contractor or
- b. Miami Dade County General Contractor registered with the State of Florida or
- c. Miami Dade County Demolition Building Specialty Contractor or
- d. Miami Dade County General Engineering Contractor

### 2.5.2 Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing heavy equipment and operator services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) ***different*** references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing heavy equipment and operator services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services (Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required services.

## 2.6 PRICES

The pricing shall remain fixed and firm for the term of the contract. Pricing for shall be inclusive of all costs in order to provide the services, including, but not limited to searching, personnel, management, equipment, maintenance, fuel costs, etc.

## 2.7 IDEMNIFICATION

The following indemnification language supersedes the requirements in Paragraph 1.21 of the General Terms and Conditions.

Contractor shall indemnify and hold harmless the County, The Town of Surfside, Champlain Tower South Condo Association, Inc, the State of Florida and the Federal Government inclusive of the Federal Emergency Management Agency 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 r from the performance of this Agreement by Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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.

## 2.8 INSURANCE REQUIREMENTS

Commented [TJ(1)]: Need risk review

The following insurance requirements supersede the requirements in Paragraph 1.22A of the General Terms and Conditions.

The Awarded Bidder shall furnish or shall cause it's subcontractor's to furnish to Outreach, Compliance and Support Team of SPD, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's compensation insurance as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate to include products/completed operations and XCU. Miami-Dade County, The Town of Surfside & Champlain Towers South Condominium Association must be included as an additional insured CG 2037 or CG 2010 11/85 endorsements
- C. Automobile Liability insurance covering all owned, non-owned and hired vehicles for a minimum of \$1,000,000 combined single limit. Policy must include MCS-90 and CA9948 endorsements
- D. Umbrella or excess liability over underlying coverages A-C for a minimum of \$3,000,000 per occurrence/aggregate.
- E. Contractor's pollution liability in an amount not less than \$1,000,000 each occurrence, \$2,000,000 in the aggregate

## **2.9 SMALL BUSINESS CONTRACT MEASURES**

A Bid Preference is applicable to this solicitation.

**Commented [TJ(2)]:** Send to SBD.

## **2.10 LIVING WAGES**

If the total contract value, per year, per sub-group, exceeds \$100,000 the provisions of Sections 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance (Governing Legislation), will apply. A copy of this Code Section may be obtained at [www.miamidade.gov](http://www.miamidade.gov). A copy of the Administrative Order may be obtained online at <http://miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-30.pdf>

**Commented [TJ(3)]:** Laurie - can you confirm if living wage applies?

### **SECTION 3**

#### **SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

##### **3.1 SCOPE OF WORK**

Awarded Bidder will separate and sort the material within the pile (e.g. metal from dirt and concrete) into separate piles. Once the Imploded Debris is sorted, debris will be sifted and spread out to enable Miami-Dade County Police Department (MDPD) staff to search for personal property until all debris piles have been searched. Work shall be scheduled six days a week with one twelve (12) hour shift per day.

##### **3.2 SERVICES TO BE PROVIDED**

Awarded Bidder shall perform the following services:

- Separate debris from the Imploded Debris pile into piles of different classifications/types
- Sift debris types from the Imploded Debris
- Spread debris out to facilitate search efforts
- Move piles of debris once they are sifted to a location designated by the Project Manager
- Maintain and operate necessary equipment and personnel/operators to perform separation, sifting, spreading, and facilitate searching services for MDPD personnel.
  - Equipment Required
    - One (1) Excavator, Size 328 or larger
    - Two (2) Front End Loaders
    - One (1) Skid Steer
  - Personnel/Operators Required
    - Four (4) Equipment Operators
    - One (1) Supervisor of Operators

##### **3.3 VEHICLES, EQUIPMENT AND PERSONNEL**

Company logos must be legible at a minimum of fifty (50) feet away during daylight hours. Company name and graphics shall be uniform in design and color on all vehicles. The Awarded Bidder's vehicles and equipment shall be in proper working conditions, free from leaking fluids. All equipment shall include all safety devices, properly installed and maintained. If the County determines that the equipment is deficient in safety devices, the Bidder will be notified immediately. The Awarded Bidder shall remove the deficient equipment from services and replace it with working equipment within twenty-four (24) hours of notification on from the County.

All vehicles and other equipment must comply with all applicable local, state, and federal rules and regulations. Additionally, the Awarded Bidder is required to provide all drivers/operators for heavy equipment as well as any safety, foreman, or site supervisors to coordinate heavy equipment movement at the location where services will be rendered.

##### **3.4 NOTIFICATION AND COMPLETION OF WORK**

The County expects the Awarded Bidder to be available to perform services as needed for the duration of the Contract. The Awarded Bidder shall neither commence any work nor enter an activated work area until a Notice to Proceed (NTP) is issued by the County's designee. Awarded Bidder must meet or exceed the performance requirements outlined in this Contract.

### **3.5 RELEASE OF CLAIM REQUIRED**

The Awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the Awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of work completed. The Awarded Bidder must provide the County with duly executed affidavits (subcontractor's statement of satisfaction) or release of claim from all subcontractors and suppliers that have performed any work or supplied any materials for the project as of that date. The affidavit or release shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the Awarded Bidder. In the event that such affidavits cannot be furnished, the Awarded Bidder may submit an executed consent of surety to requisition payment – identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the Awarded Bidder fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

### **3.6 ADDITIONAL SERVICES**

Although this solicitation and resultant Contract identifies major services that will be utilized by the County, it is hereby agreed and understood that the County will have the option of adding and removing services/sites from the scope or work or increasing or decreasing frequency of services as needed and when needed should the County determine that continuing to provide this level of service is no longer in the County's best interest. Additional services shall not be authorized except in writing and based on mutually agreed pricing and schedules. All pricing and schedules for additional services shall be reasonable, and Contractor shall, at the direction of the County, submit full and complete written justifications, including cost or schedule documentation, supporting any pricing or schedule change as a result of any additional services, and shall, if directed by the County, certify any change in pricing or schedule pursuant to the County's False Claims Ordinance, 21-255 et. seq. of the Miami-Dade County Code.

**SECTION 4**

**BID SUBMITTAL REQUIRED CRITERIA**

<b>TO BE COMPLETED BY ALL BIDDERS</b>	
	Refer to Paragraph 2.5 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.
<b>Paragraph Reference</b>	<b>Bidder Requirements</b>
<b>2.5.1</b>	<p>Bidder or Bidder's Subcontractor shall comply with one of the following license requirements:</p> <ul style="list-style-type: none"> <li>a. State of Florida Certified General Contractor or</li> <li>b. Miami Dade County General Contractor registered with the State of Florida or</li> <li>c. Miami Dade County Demolition Building Specialty Contractor or</li> <li>d. Miami Dade County General Engineering Contractor</li> </ul> <p>Provide a copy of one of the above listed licenses.</p>
<b>2.5.2</b>	<p>Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing heavy equipment and operator services to be considered for award. Bidder or Bidder's Subcontractor shall provide two (2) <b>different</b> references from customers to whom the Bidder has provided or is currently providing heavy equipment and operator services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.</p> <p>The references should include the customer's company name, and the contact's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/Subcontractor/Bidder's key personnel has successfully provided the services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required services.</p> <p><b>Reference Company Name No. 1:</b> <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If <b>Subcontractor</b>, then identify the name of the Subcontractor: <input type="text"/></p> <p>If <b>key personnel</b>, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 1."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>



<p><b>Reference Company Name No. 2:</b> <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If <b>Subcontractor</b>, then identify the name of the Subcontractor: <input type="text"/></p> <p>If <b>key personnel</b>, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 2."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>
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**TO BE ENTERED INTO INFORMS**

**PRICING FOR SEARCH/SORT SERVICES**

Item	Description of Work	Unit Price
1	Inclusive of all heavy equipment, operators, maintenance, management, fuel, or any items necessary for or incidental to performing the services set out in section 3.2.	\$ _____ (per Day)