

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. _____

Contract _____

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: FB-02049
 TERM OF CONTRACT 3 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Dead Marine Life Clean-Up

Description:
 The purpose of this solicitation is to establish a contract with Miami-Dade County (County) to procure services to remove, contain, and dispose of Debris, from Biscayne Bay and its tidal tributaries in Miami-Dade County on an as-needed basis in the event of a “fish ki

Issuing Department: RER
 Contact Person: Alejandro Garcia
 Phone: 305-375-4121

Estimate Cost: \$300,000

Funding Source:
 GENERAL
 FEDERAL
 OTHER

ANALYSIS

Commodity Codes:	<u>04075</u>	<u>95952</u>	<u>96253</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:					
Small Business Enterprise:					
Contract Value:					
Comments:					

Continued on another page (s):
 YES
 NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE			X	

Basis of Recommendation: _____

Signed: Alejandro Garcia
 Date sent to SBD: 8/11/2021
 Date returned to SPD: _____

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 DEFINITIONS

County Observed Holidays: New Year's Day, Martin Luther King Jr.'s Birthday, George Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

Debris: to mean dead marine life, such as but not limited to fish, but excluding vegetation.

DERM: to mean the County's Department of Regulatory and Economic Resources, Division of Environmental Resources Management.

Hauling and Disposal Crew: Consists of one (1) hauling truck and one (1) driver to legally haul and dispose of collected Debris at an appropriate landfill.

Landside Cleanup Crew: Consists of six (6) laborers that will work along public and/or private shorelines to collect and remove Debris as directed by DERM.

Pass Thru Basis: Bidder shall charge the County the same cost as charged by the supplier. A copy of the product/material receipt shall be submitted with the Bidder's invoice for payment. No payment shall be authorized without such receipt.

Waterside Cleanup Crew: Consists of one (1) vessel, one (1) operator, and two (2) laborers that will work in surface waters and shoreline areas of Biscayne Bay and its tidal tributaries to collect and remove Debris as directed by DERM.

2.2 PURPOSE

The purpose of this solicitation is to establish a contract with Miami-Dade County (County) to procure services to remove, contain, and dispose of Debris, from Biscayne Bay and its tidal tributaries in Miami-Dade County on an as-needed basis in the event of a "fish kill" incident.

2.2 TERM OF CONTRACT

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the County. The Contract shall expire on the last day of the last month of the three-year term.

2.3 METHOD OF AWARD

Award will be made to the lowest priced, responsive, and responsible Bidder in the aggregate who meets the qualifications listed below:

Qualifications

1. Bidder(s) shall provide two (2) signed professional reference letters and/or emails from the reference providers. The references should clearly demonstrate that the Bidder is regularly engaged in the business of providing debris removal services from bodies of water or waterways as described in this solicitation. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience providing the services described in this solicitation. The letters and/or emails shall contain at minimum the reference provider's name, phone number, email address, and job/work

specifications performed.

2. Bidder(s) shall assign a company representative(s) who is cognizant of industry standards and is authorized to discuss matters pertaining to the services under this contract and provide the County with support. Bidders(s) are required to provide their designated company representative(s) name, phone number, and e-mail address.

2.4 PRICES

Pricing shall remain fixed and firm for the term of the contract including any extension requested by the County. All prices shall be inclusive of all Work Requirements stated in Section 3.3.

For landside and waterside cleanup:

The County will compensate the Awarded Bidder on an hourly rate basis based on the deployment/response requirement as identified in Section 3.5, until the Awarded Bidder returns to the boat ramp that was departed from or the site starting location, or otherwise as instructed by DERM. Should services exceed eight hours in one day, the County shall compensate the Awarded Bidder at an hourly rate of one and a half (1.5) times the awarded hourly rate for any hours exceeding eight (8) hours in one work day or for any hours performed on a County Observed Holiday. The County guarantees no minimum number of hours per request.

For hauling and disposal:

The County will compensate the Awarded Bidder on an hourly rate based on the deployment/response requirement as identified in Section 3.5, until the Awarded Bidder has completed the disposal process as a permitted disposal location, or otherwise as instructed by DERM. Should services exceed eight hours in one day, the County shall compensate the Awarded Bidder at an hourly rate of one and a half (1.5) times the awarded hourly rate for any hours exceeding eight (8) hours in one work day or for any hours performed on a County Observed Holiday. The County guarantees no minimum number of hours per request.

2.5 SMALL BUSINESS MEASURES

The following small business measure apply to this solicitation:

TBD

2.6 METHOD OF PAYMENT

The County will provide periodic payments for services provided by the Awarded Bidder. In order for the County to provide payment, the Awarded Bidder shall submit a fully documented invoice that provides the basic information set forth Section 1.35. When submitting an invoice for pass-thru items, the Awarded Bidder must also enclose proof of payment for expenses eligible for pass-thru payments as identified in this solicitation.

2.7 CHANGES

Although this solicitation identifies specific locations and services, it is hereby agreed and understood that the County may, at its option, add/delete locations, and/or services to the contract.

A. ADDITIONS

Should the County determine that additional locations and/or services need to be added to the contract, a quote shall be obtained from the Awarded Bidder. If the County determines that the price submitted by the Awarded Bidder is not competitive, the County reserves the right to (a) negotiate a lower price, or to (b) acquire the services through a separate solicitation.

B. DELETION

Locations and/or Services may be deleted when services are no longer required during the contract period, upon written notice to the Awarded Bidder.

All changes shall be memorialized by formal modification.

2.8 **INSURANCE**

The following insurance requirements replace those listed in Section 1.22 A. Before commencing any work, the Awarded Bidder shall provide the following insurance:

- A. The Awarded Bidder shall furnish and/or shall cause it's sub-contractor to furnish to the Miami-Dade County, Internal Services Department, Strategic Procurement Division located at 111 NW 1st Street, Suite 1300, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
1. Worker's Compensation Insurance for all employees of the Awarded Bidder as required by Florida Statute 440.
 - a. As applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
 2. Commercial General/ Marine Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 4. Protection and Indemnity Insurance in the name of the vessel owner, in an amount not less than \$1,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 BACKGROUND

In August 2020, a fish kill occurred in Biscayne Bay (Bay) resulting from multiple physical and environmental factors, including extremely low tides, low wind velocities, poor circulation in the northern basin, high ambient air/water temperatures, significant seagrass loss, and large storm water discharges from the drainage canal system due to a significant rain event in late May 2019. Should the physical and environmental conditions be the same as 2020, the Bay and other County waterways could experience another fish kill until the water quality is improved.

DERM in collaboration with the County's Chief Bay Officer are exploring proactive and long-term measures to help prevent fish kills, oxygen loss, and algal blooms in the Bay for the future. As part of the action plan, the County is in need of a contract on an as-needed basis to remove and properly contain and dispose of Debris from the Bay and/or other tidal waterways of the County should a fish kill occur in the future.

3.2 SCOPE OF WORK

The Awarded Bidder shall provide all necessary labor, equipment, and materials to remove, contain, and dispose of Debris from the Bay and other County waterways on an as-needed basis as determined by DERM throughout the term of this contract. If needed, the Awarded Bidder must also haul and dispose of the Debris in accordance with all federal, state, and local requirements. Services identified below can be used independently or in conjunction with one another, as-needed, and as directed and determined by DERM.

3.3 SERVICES TO BE PROVIDED

3.3.1 Landside Cleanup

Awarded Bidder shall provide at least one (1) Landside Cleanup Crew as needed and determined by DERM. Crew will work along public shorelines, and potentially along private shorelines with landowner permission, in areas identified by DERM.

Awarded Bidder shall supply equipment, materials, and labor to efficiently collect, remove, contain, and dispose of Debris from the surface waters and shoreline areas of the Bay and its tidal tributaries as needed and directed by DERM in the event of a "fish kill" incident. Debris is to be placed in heavy duty plastic trash bags or similar closed containers and transported to designated drop off locations (public boat ramp / public marina in proximity to location of deployment), offloaded, and consolidated for subsequent removal and disposal, or as directed by DERM. The Awarded Bidder shall ensure that all Debris is properly held in leakproof containers (provided by Awarded Bidder), or similar, prior to disposal so as to prevent the creation of a sanitary nuisance. The Awarded Bidder's Landside Cleanup Crew shall be responsible for loading the hauling truck for final disposal of the Debris, unless otherwise directed by DERM.

3.3.1.1 Mobilization

While the County makes no guarantee to the number of hours for any given request, the County will allow for the Awarded Bidder to include a one-time mobilization fee per call out request. Should the project span over the course of multiple days, the Awarded Bidder will only be allowed one mobilization fee.

3.3.2 Waterside Cleanup

Awarded Bidder shall provide at least two (2) Waterside Cleanup Crews as needed and determined by DERM. Vessels shall have sufficient capacity as well as deck space to safely accommodate personnel and a minimum

of 5 cubic yards of Debris. Vessels shall be of shallow draft (<3' when fully loaded) with the capacity to work in open water areas as well as nearshore areas as identified by DERM.

Awarded Bidder shall supply equipment, materials, and labor to efficiently collect, remove, contain, and dispose of Debris from the surface waters and shoreline areas of the Bay and its tidal tributaries as needed and directed by DERM in the event of a "fish kill" incident. Debris is to be placed in heavy duty plastic trash bags or similar closed containers and transported to designated drop off locations (public boat ramp / public marina in proximity to location of deployment), offloaded, and consolidated for removal and disposal. The Awarded Bidder shall ensure that all Debris is properly held in leakproof containers (provided by Awarded Bidder), or similar, prior to disposal so as to prevent the creation of a sanitary nuisance. The Awarded Bidder's Waterside Cleanup Crew shall be responsible for loading the hauling truck for final disposal of the Debris, unless otherwise directed by DERM.

3.3.2.1 Mobilization

While the County makes no guarantee to the number of hours for any given request, the County will allow for the Awarded Bidder to include a one-time mobilization fee per call out request. Should the project span over the course of multiple days, the Awarded Bidder will only be allowed one mobilization fee.

3.3.3 Hauling and Disposal

Awarded Bidder shall provide at least one Hauling and Disposal Crew to legally haul and dispose of Debris at an appropriate landfill within 24 hours of notification. The cost associated with the disposal of the Debris shall be charged to the County on a Pass Thru Basis. Before commencing any work on this contract, the Awarded Bidder or its approved subcontractor must hold a current General Hauling Permit issued by Miami-Dade Department of Solid Waste Management (DSWM) and have decals for each hauling vehicle that will be utilized to perform the hauling services.

3.4 HOURS OF OPERATION

Services may be required at any time during the week, including nights, weekends, and holidays.

3.5 RESPONSE TIME

DERM will assess cleanup site locations and will advise the Awarded Bidder of the required level of response, resources necessary, and deployment location(s) at the time of notification.

The Awarded Bidder's staff and equipment shall deploy and respond to the designated cleanup site(s) within 24 hours of notification by DERM, including on holidays and weekends, unless otherwise instructed by DERM.

Deploy and response shall be defined as follows:

For Waterside Cleanup Crew: the crew departing the boat ramp nearest to the affected site or as directed by DERM in their notification.

For Landside Cleanup Crew: arrival at the site specified by DERM, fully equipped to provide the necessary services.

For Hauling and Disposal Crew: arrival at the site specified by DERM, fully equipped to provide the necessary services.

3.6 COORDINATION WITH COUNTY DEPARTMENTS

DERM will be responsible for coordinating with other County Departments, as needed, to obtain efficient access to ramp space for launching, temporary staging for equipment, temporary staging of bagged Debris, and vehicle and trailer parking. Should the Awarded Bidder be assessed fees for launching, staging, or parking, the Awarded Bidder may submit those charges to the County for payment on a Pass Thru Basis.

DRAFT

SECTION 4

SUBMITTAL FORM

BIDDER: _____

<u>QUALIFICATION CRITERIA</u>		
TO BE COMPLETED BY ALL BIDDERS		
Refer to Section 2.3, Method of Award - Qualifications, to ensure that Submittal complies with solicitation requirements.		
Reference Section	Requirements	Copy Attached
2.3 (1)	Bidder(s) shall provide two (2) signed professional reference letters and/or emails from the reference providers. The references should clearly demonstrate that the Bidder is regularly engaged in the business of providing debris removal services from bodies of water or waterways as described in this solicitation. The County shall be able to ascertain from these references to its satisfaction that the Bidder has sufficient experience providing the services described in this solicitation. The letters and/or emails shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed.	<input type="checkbox"/>
2.3 (2)	Bidder(s) or their approved subcontractor(s) shall hold a current General Hauling Permit issued by Miami-Dade Department of Solid Waste Management (DSWM) and have decals for each vehicle that will be utilized to perform the hauling services. Bidder(s) shall provide its or its approved subcontractor's current General Hauling Permit Approval letter(s) and Decal(s) issued by DSWM as proof of compliance prior to award.	<input type="checkbox"/>
2.3 (3)	Bidder(s) or their approved subcontractor(s) shall provide proof of ownership or valid lease agreement for the following equipment/watercraft: <ul style="list-style-type: none">• Boats/Vessels•	<input type="checkbox"/>
2.3 (4)	Bidder(s) shall assign a company representative(s) who is cognizant of industry standards and is authorized to discuss matters pertaining to the services under this contract and provide the County with support. Bidders(s) are required to provide their designated company representative(s) name, phone number, and e-mail address. Representative Name: _____ Phone Number: _____ E-Mail Address: _____	

PRICING

Prices shall be inclusive of labor, equipment, vehicles, and any other tools and accessories necessary to provide the services specified in Solicitation.

Item	Estimated Quantity / Year	Description	Price
1	112 Hours	Hourly Rate for one (1) Landside Cleanup Crew per Section 3.3.1	\$ _____ (per hour)
2	2 Each	One-time Mobilization Fee per Section 3.3.1.1	\$ _____ (each)
3	112 Hours	Hourly Rate for one (1) Waterside Cleanup Crew per Section 3.3.2	\$ _____ (per hour)
4	2 Each	One-time Mobilization Fee per Section 3.3.2.1	\$ _____ (each)
5	20 Hours	Hourly Rate for one (1) Hauling and Disposal Crew per Section 3.3.3	\$ _____ (per hour)