

# DEPARTMENTAL INPUT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Previous Contract/Project No.

8448-0/18

☒ Contract

☒ Re-Bid ☐ Other

LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQID1700054

TERM OF CONTRACT: 5 YEAR(S) WITH 5 YEAR(S) OTR

Requisition /Project Title: SPOIL ISLAND MAINTENANCE SERVICES

Description:

To establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs on an as needed when needed basis.

Issuing Department: PE

Contact Person: Josh Mahoney

Phone: 305-205-0715

Estimate Cost: \$355,000

GENERAL

FEDERAL

OTHER

Funding Source:

BBEET

### ANALYSIS

Commodity Codes:

98856

Contract/Project History of previous purchases three (3) years

Check here ☐ if this is a new contract/purchase with no previous history.

**EXISTING**

**2<sup>ND</sup> YEAR**

**3<sup>RD</sup> YEAR**

Contractor:

Small Business Enterprise:

Contract Value:

\$

\$

\$

Comments:

Continued on another page (s):

☐ YES

☒ NO

### RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: NATALYA VASILYEVA *Natalya Vasilyeva*

Date sent to SBD: 02/23/2017

Date returned to DPM:

## **SECTION 2 SPECIAL CONDITIONS**

### **2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this solicitation is to establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs on an as needed when needed basis.

### **2.2 SMALL BUSINESS CONTRACT MEASURES TBD**

### **2.3 PRE-BID CONFERENCE (RECOMMENDED):**

A pre-bid conference will be held on Monday, March 20, 2017 at 10:00AM. The pre-bid conference will take place at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Suite 1300, in Conference Room A. The pre-bid conference is being held to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

### **2.4 TERM OF CONTRACT: FIVE (5) YEARS**

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 Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

### **2.5 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE**

Award of this contract will be made to two (2) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

### **2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

## **2.7 INDEMNIFICATION AND INSURANCE TBD**

### **2.8 METHOD OF PAYMENT: MONTHLY INVOICES**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

**Invoices must include trash disposal receipt from Solid Waste Facilities (see Section 3, Paragraph 3.2.2 – Service). Invoices received without the required information will not be processed until proper documentation is received.**

### **2.12 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

### **2.13 ADDITIONAL SERVICES/ISLANDS MAY BE ADDED OR DELETED**

The County will have the flexibility of adding and removing islands from the scope or work, increase or decrease frequency of service as needed and when needed, should the County determine that continuing to provide this level of services is no longer in the County's best interest due to extenuating circumstances (e.g. service is assumed by land owner or managing agency, usage of the island(s) changes, etc.). Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

**The County may determine to obtain price quotes for the additional facilities services from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.**

**NOTE: Additional Services may be required due to unforeseen circumstances resulting from natural disasters such as hurricanes, tornados, etc.**

### **2.14 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **2.15 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's

project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

#### **2.16 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

#### **2.17 LEGAL REQUIREMENT FOR POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Regulatory and Economic Resources (RER) 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6922.

#### **2.18 WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**SECTION 3  
TECHNICAL SPECIFICATIONS  
SPOIL ISLAND MAINTENANCE SERVICES**

**3.1 OBJECTIVE.**

The objective of this solicitation is to establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs on an as needed when needed basis.

**3.2 SCOPE OF WORK**

A. Successful Bidder shall provide all equipment, supplies, labor and transportation necessary to clean and to pick-up all debris, garbage, trash and solid waste; except derelict vessels (abandoned boats).

B. Successful Bidder **must clean the entire island** listed per scheduled visit (see Section 3, Paragraph 3.2.1).

C. Successful Bidder is to provide trash receptacles every 100 feet along publicly used shorelines of the listed Islands.

D. Successful Bidder is to **collect all trash and litter on the island in receptacles** and document disposal of all refuse at a solid waste facility. All dump fees are paid by the successful Bidder. **It is highly recommended bidders visit the islands to establish an understanding of the scope of work.**

E. Successful Bidder shall provide sufficient trash receptacles on each island to accommodate the public's usage. Receptacles may be 30 to 55 gallon drums or garbage cans (without lids). Receptacles which are lost or damaged must be replaced on the next scheduled visit by the successful Bidder(s). The County will not pay additional cost for the lost or damage receptacles.

**NOTE: See Attachment Figure 1 for Map of Islands**

**3.3 SERVICES TO BE PROVIDED**

A. The successful Bidder shall service islands No. 1, 2, 3, 9, 10, 12, 14, 15 and Flagler Memorial weekly (on Mondays). Islands 11, 13A and 13B shall be visited monthly (on the last Monday of the month). If a holiday falls on a Monday, awarded vendor must pick up all trash, garbage, debris, etc., on the Tuesday (following day).

<b>Site #</b>	<b>Serviced</b>
Island#1	Weekly
Island#2	Weekly
Island# 3	Weekly
Island# 9	Weekly
Island# 10	Weekly
Island# 11	Monthly
Island# 12	Weekly
Island#13A	Monthly
Island# 13B	Monthly
Island# 14	Weekly
Island# 15	Weekly
Flagler Memorial Island	Weekly

**NOTE: Holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.**

B. All trash, garbage, debris and solid waste collected must be removed from the islands and disposed of in a proper and legal manner by disposing of items collected at a Solid Waste Facility. All dump fees are paid by the Contractor. Upon disposing of refuse, contractor must obtain receipt (stating weight and/or amount of refuse), which must be attached to the monthly invoice.

**NOTE: Contractor must attached copy of the trash disposal receipt from Solid Waste Facilities with invoices. Invoices received without the required information will not be processed until proper documentation is received.**

C. All trash transfer and temporary storage sites used for the above services will be identified and submitted to RER (Regulatory and Economic Resources Department) for approval prior to the execution of this contract. If a staging or temporary storage site is required for transferring the waste from the islands to an upland disposal location, the contractor shall own or coordinate with the owner or manager of the property(ies) used as temporary garbage storage/staging sites and provide documentation of such coordination/ownership to RER.

D. After services have been completed the attached checklist (see Section 3, Checklist) must be completed and submitted to RER Project Manager, Josh Mahoney at fax number 305-372-6659 or e-mail [mahonj@miamidade.gov](mailto:mahonj@miamidade.gov).

### **3.4 EQUIPMENT**

The successful Bidder must own or control a suitable motorized, shallow draft (2 ft. maximum while loaded) watercraft (i.e. water vessels, boat, trawlers, barges, etc.), a minimum of twenty-one (21) feet in length. (Size needed for effective services). The watercraft must have been inspected by the U.S. Coast Guard within the past twelve months and have been found to meet all requirements for that type and usage of vessel.

**NOTE: Bidder must provide copy of the U.S. Coast Guard Vessel inspection report that will be used to provide services under this contract upon bid submittal. Failure to meet this requirement may result in bid being considered non-responsive. Bidder may be given an opportunity to comply during the evaluation stages.**

### **3.5 SCHEDULE**

In the event of non-compliance with the contract schedule, resulting from adverse weather or mechanical breakdown, the successful Bidder will be required to notify the RER project manager, Josh Mahoney at (305) 372-6922, by phone or via e-mail at [mahonJ@miamidade.gov](mailto:mahonJ@miamidade.gov) immediately. Any variance to the schedule must be authorized by RER in writing prior to the requested change. Any additional work due to an emergency would not be a part of this contract.

## CHECKLIST

Item	Description	Date Completed
<b>Weekly Pick-up -Every Monday</b>		
1	Debris Collection for Island # 1	
2	Debris Collection for Island # 2	
3	Debris Collection for Island # 3	
4	Debris Collection for Island # 9	
5	Debris Collection for Island # 10	
6	Debris Collection for Island # 12	
7	Debris Collection for Island # 14	
8	Debris Collection for Island # 15	
9	Debris Collection for Flagler Memorial Island	
<b>Monthly Pick-up-Last Monday of the Month</b>		
9	Debris Collection for Island # 11	
10	Debris Collection for Island # 13A	
11	Debris Collection for Island # 13B	

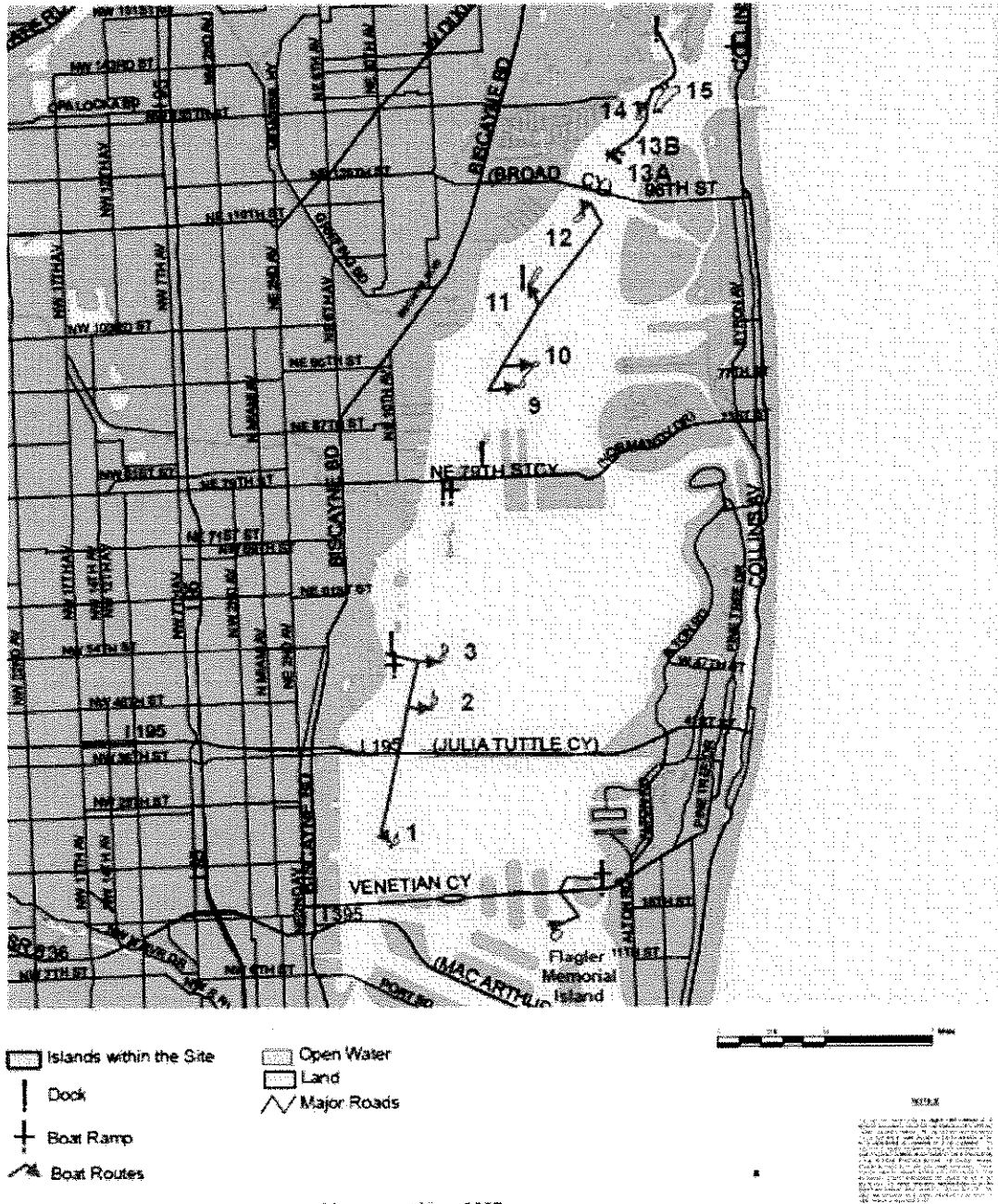
Verified By \_\_\_\_\_

Date: \_\_\_\_\_

Vendors Name \_\_\_\_\_

# ISLAND MAINTENANCE LOCATOR MAP

## Figure 1 Island Maintenance Locator Map





#### 4.1. PRICING

Bidders are to provide pricing for all items listed below. Pricing provided will be used to evaluate bidders as outlined in Section 2.5.

Item	Est. Qty	Description	Unit Price per Week( 52 visits per year)
<b>Weekly Pick-up -Every Monday</b>			
1	52	Debris Collection for Island # 1	\$_____ Per Week
2	52	Debris Collection for Island # 2	\$_____ Per Week
3	52	Debris Collection for Island # 3	\$_____ Per Week
4	52	Debris Collection for Island # 9	\$_____ Per Week
5	52	Debris Collection for Island # 10	\$_____ Per Week
6	52	Debris Collection for Island # 12	\$_____ Per Week
7	52	Debris Collection for Island # 14	\$_____ Per Week
8	52	Debris Collection for Island # 15	\$_____ Per Week
9	52	Debris Collection for Flagler Memorial Island	\$_____ Per Week
<b>Monthly Pick-up-Last Monday of the Month</b>			
Item	Est. Qty	Description	Unit Price per Month( 12 visits per year)
9	12	Debris Collection for Island # 11	\$_____ Per Month
10	12	Debris Collection for Island # 13A	\$_____ Per Month
11	12	Debris Collection for Island # 13B	\$_____ Per Month

Included in this proposal is a copy of the Vessel Inspection Report for the Vessel that will be used to provide services under this contract. YES\_\_\_\_\_ NO\_\_\_\_\_