

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. None

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQID2100280
 TERM OF CONTRACT: 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Fats, Oils and Grease (FOG) Removal

Description: The purpose of this solicitation is to establish a revenue generating contract for the removal and processing of Fats, Oils, and Grease (FOG) that is captured in the separation tanks of the Septic Receiving Building, and preventing the passage of FOG downstream to the Waste Water Treatment Plant (WWTP).

Issuing Department: ISD
 Contact Person: Sherry Y. Crockett
 Phone: 305.375.4693
 Estimate Cost: \$1.00
 Funding Source: Generating Revenue

ANALYSIS

Commodity Codes:	910-70				
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.					
	<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				

Basis of Recommendation:

Signed: Sherry Y. Crockett	Date sent to SBD: October 22, 2021
	Date returned to SPD:

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a revenue generating contract for the removal and processing of Fats, Oils, and Grease (FOG) that is captured in the separation tanks of the Septic Receiving Building, and preventing the passage of FOG downstream to the Waste Water Treatment Plant (WWTP).

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 by the Internal Services Department, Strategic Procurement Division. The Contract shall expire on the last day of the sixtieth (60) month contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder who offers the County the **highest percentage rate** and meet the requirements as specified below.

2.4 BIDDER REQUIREMENTS

Bidder is required to demonstrate their capabilities and resources to successfully perform the Scope of Service as follows:

2.4.1 Bidder shall provide proof that demonstrates past performance and experience installing and operating similar or comparable projects, testing, training, and maintenance and support services. Bidder must submit three (3) references that shall be customers for which the Bidder has provided the services described in this solicitation. If the Bidder is using a County department as a reference, the County will only accept one (1) reference from any County department. The other references must be from non-Miami-Dade County departments. The references must include the customer's name, contact person's name, title, telephone number, email address, project's name, start and end dates. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in providing the requested services.

2.4.2 Bidder shall be solely responsible for providing the equipment, manpower, and electrical service required to perform all services.

2.4.3 Bidder shall provide the name of the Project Manager, telephone number, emergency telephone number, and email address of the primary contact that the Bidder will assign to this project.

2.5 PERCENTAGE RATE

The percentage offered by the Bidder shall remain fixed and firm during the term of contract. The County reserves the right to negotiate a higher percentage rate during the term of the contract based on market conditions.

2.6 METHOD OF PAYMENT

The Awarded Bidder shall make payment for the removal and processing of FOG to the Miami Dade Water and Sewer department within ten (10) business days from the date of the removal receipt date. Payment shall be mailed in the form of a check. In accordance with Administrative Order No. 4-86, all checks shall be drawn only on United States banks in United States currency with the drawer's name and address imprinted on the

check. All checks are to be made payable to Miami Dade Water and Sewer Department for which the check is intended in accordance with Resolution No. R-755-13 dated 09/17/2013. Each check shall be mailed to the Miami Dade Water and Sewer department where the FOG was removed from and addressed to the attention of the contract/project manager for the department.

2.7 ADDITIONAL FACILITIES MAY BE ADDED OR DELETED

It is hereby agreed and understood by the awarded Bidder that additional departments/locations may be added to the contract at the option of the County. When such needs are identified, the awarded Bidder shall extend the same percentage as awarded. It is hereby agreed and understood that the County may delete service for any or all facilities when such services is no longer required or for any other reason during the contract period, upon written notice to the awarded Bidder. The awarded Bidder shall remove all containers within 10 days after notification by the County.

2.8 WORK DAY DEFINED

Miami Dade Water and Sewer Department shall communicate its schedule of operation to the awarded Bidder. There are no payments by the County on this contract; all travel time, tolls, and other expenses shall be borne by the awarded Bidder and will not be reimbursed by County.

2.9 INSURANCE REQUIREMENTS

The insurance requirements listed under Section 1.22, Paragraph A, are hereby replaced in its entirety with the following:

The Awarded Bidder shall furnish to the Outreach, Compliance and Support Team of the Strategic Procurement Division, 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:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and 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. Policy must include CA 9948 endorsement.
4. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

2.10 SITE VISIT

It is recommended that a representative of a potential bidder visit the site of the proposed work.

Site visits shall be coordinated at least 48 hours in advance. The point of contact for scheduling these visits is: Leo Pou, (786) 268-5603, email: leo.pou@miamidadegov.

Any visit is only to ascertain the sites' condition. Remember, the Cone of Silence is in effect, so discussion regarding the solicitation is not allowed during the site visit. Copy the Clerk of the Board on all correspondence with County's personnel regarding this solicitation. Bidders shall submit all questions through BidSync.

In response to concerns regarding COVID-19 (Coronavirus Disease 2019), and in accordance with guidance issued by the Centers for Disease Control (CDC), the County may conduct screening of all visitors for certain risk factors before entrance is allowed. Bidders shall be required to social distance, wear a mask, and follow the CDC guidelines for gatherings.

Bidders are advised to carefully examine the requirements and specifications in this solicitation and to become thoroughly aware of any and all conditions and requirements that may in any manner effect the work to be performed under this contract. It shall be the sole responsibility of the Bidders to examine the equipment and site under this contract prior to submittal of a bid.

Failure or omission of the Bidder(s) to review any instructions, documents, specifications, or to visit the facility(ies) and become acquainted with the nature and location of the work, the general and local conditions, and all matters which may in any way effect performance shall not relieve the Bidder(s) of any obligation to perform as specified herein. No additional allowances will be made because of lack of knowledge of these conditions.

2.11 RESPONSIBILITY OF SUBSEQUENT CONTRACTS

The awarded Bidder shall be solely responsible for any and all contracts into which it may enter with purchasers of FOG and/or reclaimed Biofuel. Miami-Dade County shall not become a party to any contract between the awarded Bidder and any purchaser of any product or services from the awarded Bidder.

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The awarded Bidder shall remove the FOG that is captured in the separation tanks at the Facility, preventing the passage of FOG downstream to the WWTP, clearing the FOG and reclaiming Biofuel from the FOG received at the Facility. The awarded Bidder shall also be responsible from transporting the Biofuel from the County Facility to their facility or customer's facility. There is no preference to any removal method, treatment, type of process, or disposal, as long as the services are done in compliance with the County FOG Control Program, [section 24-42.6](#) of the Miami-Dade County Code.

Preference will be given to any offsite processing of the FOG for beneficial use. On-site processing of the FOG will be considered, only if offsite processing is not feasible. Awarded Bidder will need to provide their own equipment, manpower, and electrical service. All costs associated with performing the Scope of Work shall be borne by the awarded Bidder. The County also expects to receive a share of revenues/net cash flow in accordance with the terms of the Contract.

3.2 BACKGROUND

The WASD Septic Receiving Building located at 23300 SW 97th Avenue, Miami, Florida 33190 receives domestic waste and FOG from trucks that operate throughout Miami-Dade, Broward, and Monroe counties. In 2017, pursuant to [section 24-42.6](#) of the Miami-Dade County Code, the County adopted an ordinance that created a FOG Control Program, which requires the separation of domestic waste and FOG in the hauling trucks. This ordinance also contains a provision that requires the generator of FOG to perform scheduled cleanouts, among other minimum requirements. As a result, the Facility receives a large volume of FOG that needs to be removed from the Facility. It is estimated that the Facility accumulates 25 tons per week of FOG, which is based on the actual volumes that have been removed, weighed, and sent to landfill.

SECTION 4
BID SUBMITTAL FORM

Bidder: _____

A. PERCENTAGE RATE OFFERED

The Bidder shall provide below its Percentage Rate offered to the County as a share of the revenue for providing the requested services, as indicated under Section 3, Scope of Work/Technical Specifications, in accordance with all applicable terms and conditions of the Solicitation.

Item	Description	Percentage Rate
1	The percentage offered by the Bidder for the removal and processing of Fats, Oils, and Grease (FOG) shall remain fixed and firm during the term of contract. The County reserves the right to negotiate a higher percentage rate during the term of the contract based on market conditions.	_____ % Per Gross Ton

B. BID REQUIREMENTS

Refer to Section 2, Paragraph 2.3, Method of Award, and Paragraph 2.4, Bidder Requirements, to ensure that Bid Submittal complies with solicitation requirements. Bidder is required to demonstrate their capabilities and resources to successfully perform the Scope of Work as follows:

Paragraph 2.4	BIDDER REQUIREMENTS FOR REMOVAL AND PROCESSING OF FATS, OILS, AND GREASE (FOG)
2.4.1	<p>Bidder shall provide proof that demonstrates past performance and experience installing and operating similar or comparable projects; testing, training, and maintenance and support services. Bidder must submit three (3) references that shall be customers for which the Bidder has provided the services described in this solicitation. If the Bidder is using a County department as a reference, the County will only accept one (1) reference from any County department. The other references must be from non-Miami-Dade County departments. The references must include the customer's name, contact person's name, title, telephone number, email address, project's name, start and end dates. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in providing the requested services.</p> <p><u>Reference No. 1:</u></p> <p>Customer's Name: _____</p> <p>Contact Name: _____ Title: _____</p> <p>Phone Number: _____ Email Address: _____</p> <p>Project Name: _____</p> <p>Project Start and End Dates: _____</p> <p><u>Reference No. 2:</u></p> <p>Customer's Name: _____</p> <p>Contact Name: _____ Title: _____</p>

	Phone Number: _____ Email Address: _____ Project Name: _____ Project Start and End Dates: _____ Reference No. 3: Customer's Name: _____ Contact Name: _____ Title: _____ Phone Number: _____ Email Address: _____ Project Name: _____ Project Start and End Dates: _____
2.4.2	Bidder shall be solely responsible for providing the equipment, manpower, and electrical service required to perform all services. <div style="text-align: right;">(Equipment and Personnel List Attached: ____)</div>
2.4.3	Bidder shall provide the name of the Project Manager, telephone number, emergency telephone number, and email address of the primary contact that the Bidder will assign to this project Primary Contact Information: Contact Name: _____ Phone: _____ Email: _____ Alternate Contact Information: Contact Name: _____ Phone: _____ Email: _____

Note: All Bidders are requested to submit with their bid submission, documents as evidence of compliance with the bidder requirements; however, Miami-Dade County may, at its sole discretion, allow the Bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period.