



CITY OF MEXICO BEACH

REQUEST FOR PROPOSAL: NFWF MARINE DEBRIS REMOVAL

RFP # 2024-04

April 5th, 2024

ADDENDUM NO. 2

- The bid date has been extended to **2:00 PM (Central Time) April 15th, 2024.**
- Addendum No.1 was provided to all prospective bidders and posted to the City's website on March 29th, 2024. Please note, the date on the Addendum was in error.
- An updated Bid Form is included with this Addendum No. 2.
- Due to ongoing questions from bidders, please note the following additional clarifications regarding RFP# 2024-04. Please note, the cutoff for questions from bidders has already passed, therefore, no further questions submitted will be addressed prior to the bid date and no further Addendums to the bid are anticipated.

Question: In addendum 1, as well as the original RFP under Article 7 "Attachments to this Bid", B, C, D, F, and G are intentionally left blank. Can I get clarification on what is left blank, because I can't find any information on these line items.

Response: Article 7 allows the City to list required attachments to be submitted with the Bid Form. If an Item originally listed in the standard bid form is not considered required as an attachment, these lines are intentionally left blank and no attachment is required. In this case, attachments B-D, F, and G are NOT required attachments to the bid. Therefore, no information is provided or required for these items. Please note attachments to the Bid listed under A, E, H, I and J are required with bid submittal.

Question: In addendum 1, there was a line item added to the bid schedule for a down-time rate, if the dredge were to go down, meaning it was inoperable for a period of time, say 14 days, would 14 days be added to the project completion date under performance time? And would the contractor be allowed to charge the down-time rate for an extended period of time?

Response: The operation of the City's dredge would not directly result in additions to project completion/performance time or to down-time for an extended period for the project. As stated in Addendum No. 1, down-time will be considered due to 1.) inclement weather or 2.) conditions at the inlet to the canal such as the inlet being closed due to sedimentation. However, while the City's operation of the dredge may affect conditions at the inlet, the dredge operation itself does not directly affect down-time. A daily down time rate has been added to the Bid Form. Additional completion time will be added to the overall project to account for daily down time based on actual conditions which occur during the project implementation to offset days for which the Contractor is not allowed to work.

In addition, please reference Addendum No.1 regarding average draft depths for the City's inlet and Marina. It is the Contractor's responsibility to confirm equipment can be operated within the maintained depths of the City's waterways.

Question: This project is expected to take place during hurricane season, if there was a tropical storm or hurricane to impact this area, which could change the project boundaries, would the contractor be allowed to continue work and would the city redefine the project boundaries?

Response: This project is specific to debris deposited by Hurricane Michael. Therefore, the project boundaries can not be revised based on subsequent events.

In addendum 1 and the original RFP, there is a sheet for a Warranty. It asks for a length of time for a warranty of a vessel and an engine, can I get clarification on what exactly the warranty for?

Response: Warranty is not required for this RFP response. Please note the updated Bid Form has removed this Form.

Question: If the contract exceeds \$150,000.00, what percentage will the bid bond be of the overall cost? Typically for federal funding the percentage is 5% of the contract amount using a cashiers check. In order to get a bid bond a defined amount will have to be determined. Under Florida Statute 255 there is no clarification on percentage and seems to be up to the entity bidding out the work.

Response: The Bid Form has been updated to include a line item of 5% of Max Bid total for the Bid Security. In addition, a Bid Bond form has been provided with the updated Bid Form.

Question: How will load amounts be determined, there are no mentions in the RFP or addendum how the city will make this determination. Will the city allow for 100% loads or will the city/ monitor make load calls at the loadout site?

Response: The City will require truck certs prior to work commencing. Load calls will be made by City Monitor(s) at the loadout site.

How much are the liquidated damages under this contract?

Response: The liquidated damages will be included in the Agreement once the Notice of Award is issued. It is anticipated that liquidated damages will be set to \$250/day if enforced.

Question: If a bidder submits a cashiers check for the bid bond and is not awarded the bid how long until the contractor receives their cashiers check back from the city?

Response: The City will return cashiers check (to prospective bidders who are not awarded the contract) within one week of the bid opening.

Question: Is 1,100 cy anticipated to be removed?

- i. If so, between bid items 5-7 there is 5,400 cyd of material accounted to be priced to haul off. Please clarify.
- ii. Would you consider additive alternates on the bid form for the various haul off options?
- iii. Why are there so many proposed price options for the haul off mileage?

Response: The total anticipated quantity of debris is estimated to be 1,100 CY. The Bid Form is not cumulative regarding quantities. There are multiple price options based on how far the debris must be hauled for final disposal. The City does not have a designated disposal site. Therefore, the Contractor is responsible for identifying the closest state-approved disposal location. Based on how far the material must be hauled, rates are provided on the Bid Form for varying distances from the City to the final disposal location. For example, if the distance to the closest FDEP approved landfill is 30-60 miles from Mexico Beach, then the unit rate should be provided for hauling the total estimated quantity of 1,100 CY under the 30-60 miles line (no rate/cost would be provided for the 60-90 miles line). If it is more cost-effective to haul the debris to a C&D Transfer Station for reduction prior to final disposal, then the unit cost for hauling all debris to the transfer station should be provided and then cost to haul from transfer station to final disposal, however, the total debris quantity should not be added cumulatively, it is the same debris quantity overall from the transfer station to final disposal location. (Bidder should select the most appropriate distance for debris hauling based on location of transfer station and final disposal location).

Question: The standby rate will be extremely subjective depending on the contractor's equipment package. For example, a more substantial equipment package may not warrant the need for a standby day. Do you want to consider a minimum on the size of barge?

Response: Each bidder is responsible for selecting the most appropriate equipment package for the project scope. If the bidder chooses not to submit a rate for down-time based on the equipment utilized for the project, then the Contractor forfeits payment for daily down-time based on weather or inlet conditions.

Question: Clarify the answer to question 14:

- a. Does the contractor include the cost of tipping fees in the bid?
- b. As a “pass through item” we would not typically not include the cost of tipping fees in the bid. Tipping fees would be added on to our base bid.

Response: Tipping fees are not included in the Bid Form. These fees are paid at the disposal location based on the specific fees and load at the time of arrival at the disposal location. Therefore, it is extremely difficult to anticipate these costs for inclusion in the bid. As previously stated, the City expects tipping fees would be paid by the Contractor upon arrival at the disposal location. The Contractor will then include the receipt for tipping fees in the Contractor’s invoice package to the City and the City will pay these as a pass-through cost upon payment of the Contractor’s payment. These pass-through costs (no mark up) are not included in the Bid Total and would be paid throughout the project implementation based on actual costs for disposal.

Question: Heavy marine/heavy civil contractors are typically licensed as a General Contractor. Please clarify that Marine Contractor would not be the preference. Perhaps, base preference on the qualifications of the contractor.

Response: A General Contractor’s License or Marine Contractor’s License are both acceptable as described in Addendum No. 1. The Basis of Award describes how the City will review and award. Qualifications of each bidder will be considered provided the minimum bid requirements are met (including either a General Contractor’s license or a Marine Contractor’s License).

BID FORM

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	2
Article 6 – Time of Completion	6
Article 7 – Attachments to this Bid	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **City of Mexico Beach City Hall Clerk’s Office**
201 Paradise Path
Mexico Beach, FL 32410

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

ITEM	DESCRIPTION	UNIT	ESTIMATED QTY*	UNIT COST	BID COST (based on qty)
1	Mobilization	LS	1		
2	Bid Security (5% of Bid Max)	LS	1		
3	Cubic yard, aquatic-based debris removal	CY	1,100		
4	Car and trucks aquatic-based removal (each removed)	EA	2		
5	Boats, per linear foot aquatic-based removal	LF	50		
6	Haul-out from beach to FDEP authorized C&D Transfer Station for Reduction				Note: Haul-out of debris to nearest FDEP-permitted reduction site based on type of debris (C&D expected).
	0-15 miles	CY	1,100		
	15-30 miles	CY	1,100		
7	C&D Waste Reduction	CY	1,100		
8	C&D Debris Haul-out from beach (or Transfer Station) to FDEP authorized Designated Final Disposal Site**				Note: Haul-out of debris to nearest FDEP-permitted final disposal site based on type of debris (C&D expected).
	30-60 miles	CY	1,100		
	60-90 miles	CY	1,100		
9	Permit conditions (e.g. turbidity curtain)	LS	n/a		
10	Daily Down-time Rate (due to inclement weather or conditions at inlet to canal) – rate will only be applied to actual down-time during project implementation and may be less or more than 7 days	EA	7		
11	Turbidity Barriers/Regulatory Compliance	LS	1		
BID TOTAL					

***Notes: Estimated quantities above are based on the underwater survey of debris fields. Project costs and payment will be based on actual debris quantities encountered during implantation, based on unit costs above.**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. This item has been intentionally left blank;
 - C. This item has been intentionally left blank;
 - D. This item has been intentionally left blank;
 - E. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
 - F. This item has been intentionally left blank;
 - G. This item has been intentionally left blank;
 - H. Copies of Addenda
 - I. Statement of Qualifications
 - J. Contractor's License No: _____

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

_____ *[Printed name]*
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature]

_____ *[Printed name]*

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

STATEMENT OF QUALIFICATIONS

BIDDER: *[Indicate correct name of bidding entity]*

Provide Level of
Experience for this
Project

Provide two (2) examples of work performed by Bidder of similar size, type, and cost:

How long has
Bidder/Bidding Entity
operated in this
industry?

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

BID BOND

BIDDER: *(Indicate correct name of bidding entity)*

SURETY: *(Indicate name and address of principal place of business)*

OWNER: *(Name and address)*

BID:

Bid Due Date: _____

Description: NFWF Marine Debris Removal RFP 2024-04

BOND:

Bond Number:

Date:

Penal Sum

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER: _____
(Name and Corporate Seal)

Surety: _____
(Surety's Name and Corporate Seal)

BY: _____
Signature

BY: _____
Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.
