

### PROCUREMENT DEPARTMENT

# **ADDENDUM II**

June 7, 2019

# RE: City of Mobile Bid #5289 for Floatable Litter Removal Services

Please consider the following to be an Addendum to City of Mobile Bid #5289 for Floatable Litter Removal Services. Questions regarding this Request for Bids and Addenda must be in writing and sent to Purchasing@CityofMobile.org.

### **CHANGES**

- 1. Bid submission due date to 11:30 A.M. Friday, June 21, 2019.
- 2. Paragraph 10. to read: The City plans to award a contract for each waterway system for a not-to-exceed amount for four (4) months, renewable upon mutual agreement for three additional four (4) month periods.
- 3. All references in Paragraph 17 regarding the bid due date and time to be changed to read: <u>"11:30 A.M., Friday, June 21, 2019</u>."
- 4. Last sentence on page 4 of the bid to read: "THIS BID WILL BE AWARDED BY WATERWAY."

## **REMOVE AND REPLACE**

- 1. EXHIBIT A Statement of Work: Remove and Replace with attached Exhibit A.
- 2. EXHIBIT C Bid Submission Document: Remove and Replace with attached Exhibit C.

Thank you for your consideration in this matter.

Sincerely,

John Paine City of Mobile

Purchasing Agent

### Addendum II Exhibit A Statement of Work

- 1. City of Mobile provides with this bid maps and photos of the streams, waterways, and shorelines involved. Maps of the waterways may be viewed here: <a href="http://maps.cityofmobile.org/bids/4831/index.html">http://maps.cityofmobile.org/bids/4831/index.html</a>
  City has broken up the service area into segments on each of the waterways for reference only. Contractor may elect to work further upstream of the mapped waterway system if, in the Contractor's opinion and with the City's concurrence, Contractor's effort there will result in more efficient attainment of the overall waterway cleanliness performance standard. City intends to award contracts for each of the two waterway systems represented in the maps. One contract will be awarded to clean debris on the
- 2. Contractor will be required to perform two collection days every week on the Dog River waterway system, to maintain the City's desired cleanliness performance standard in that waterway system. Contractor will be required to perform one collection day every week on either One Mile Creek or Three Mile Creek to maintain the City's desired cleanliness performance standard in that waterway system. A "collection day" will be defined as an 8-hour work day for one to two work crews as agreed upon between City and Contractor for each work day.

combined One Mile Creek /Three Mile Creek waterway system.

- 3. Contractor will select most effective collection locations and removal methods for overall cleanliness of the assigned waterway system. Contractor will notify City daily of its intended activity and staffing. City reserves the right to approve activity type, staffing, and locations. City disapproval of Contractor's daily work plan may result, at the City's sole discretion, in City's decision not to pay Contractor for those disapproved activities and termination of the contractor. City's approval of daily work plans will not be unreasonably withheld.
- 4. Contractor will provide regular reports to the City in a mutually agreed upon frequency and manner. At a minimum, the area of removal should be marked up on the GIS map provided at the above link or via GIS data that is approved by the City (please document in the submitted work plan); photographic evidence of the material removed should be provided. Contractor shall complete the City's standard litter removal spreadsheet (provided), and submit an EPA ETAP litter characterization, or a comparable litter collection assessment protocol approved by the City, on 10% of the litter removed from each waterway each day and submitted to the City. The above information should be submitted to the City at

- stormwater@cityofmobile.org on a weekly basis. Invoices will be paid on after approval of and receipt of the above listed information.
- 5. Contractor shall remove all litter in the water and on the banks of the shoreline up to the top of the shoreline banks, including legacy material. "Litter" for purposes of this bid means paper, Styrofoam, plastic, cans, and any other man-made substance or object larger that a cigarette butt not part of a permanent structure. See the typical creek profile for each Segment attached to the referenced maps.
- 6. Removal of litter shall include any such described floatable on or near the surface of the water body that is visible to the naked eye, or any such described litter floating, submerged or deposited along the bank of the body of water at the water level which is present at the time of removal, and ten (10) feet of shoreline from the waters' edge at the current water level.
- 7. Cleanliness performance standard. Contractor will be required to maintain on an average monthly basis complete cleanliness of visible debris on 90% of the water and shoreline surface of the contracted waterways. It is recognized that rain events may temporarily result on in debris coverage exceeding this standard, and vegetative coverage may result in variation of debris visibility.
- 8. Contractor will invoice City, and City will pay Contractor, monthly for the services performed in the prior month at the unit rates in the contract. Unit rates will be determined based on rates submitted in Contractor's bid proposal, and will be inclusive of all equipment, material, fuel, insurance, labor, or other costs to be incurred by vendor in performance of the contract.
- 9. Vendor will receive payment for segments successfully completed with the required documentation and upon City approval of the work. No partial payments will be made, unless approved in advance by the City.
- 10. The Contractor may use any variety of methods of removal deemed efficient, including but not limited to removal by hand, shovels, rakes, nets, tongs, or other mechanical or non-mechanical devices. The Contractor may use mechanical, pneumatic, or hydraulic devices for litter removal however, such devices or methods shall not be used in such a way that might cause undue or irreversible damage to vegetation and wildlife, or cause a major disturbance to large areas of water bottom leading to the introduction of silt and sediment into the water. The use of hydraulic, pneumatic, or mechanically driven devices must have prior approval by the City of Mobile.

- 11. Contractor will be required to bag collected debris in low-density plastic trash bags of at least 2.0 mil thickness with a minimum capacity of thirty (30) gallons. Contractor will provide these collection bags as inclusive in their pricing.
- 12. Contractor will be responsible for the movement of filled trash bags to a City designated collection location(s).
- 13. Contractor shall notify the designated City contact(s) using email or text message when starting and completing waterway collection days. Phone call or voice mail is not sufficient. City inspection postwaterway completion will not be performed until properly notified.
- 14. The City will pay Contractor according to hourly labor rates established in the bid submission and employed during collection days. Generally the City expects Contractor to employ one "crew" on each collection day, unless otherwise agreed to by the City. These labor rates will be for the following positions:
  - a. Crew Chief serves as the site supervisor responsible for scheduling, disposal of collected materials, minimum of two (2) years of experience with waterbody litter collection, responsible for EPA ETAP documentation, and all project documentation to the City
  - b. Crew Member is a technician who is an hourly employee who
    assists the Crew Chief in collection of materials in waterways.
     Up to three (3) crew members are allowed to assist the Crew
    Chief.
  - Clerical Staff is allowed for up to two (2) billable hours per week for completion of clerical related work as required by this project.
- 15. City may inspect the job site at any time.
- 16. Contractor employees shall be courteous to the public at all times.
- 17. Contractor employees shall wear the proper PPE-s (Personal Protection Equipment) including the proper life vests at all times.
- 18. Work may be performed only during daylight hours (dawn to dusk).
- 19. Contractor shall comply with all applicable OSHA and Coast Guard rules and regulations. Cell phones, earphones, ear buds, and Bluetooth devices shall not be used when operating equipment or performing cleanup.
- 20. Contractor shall provide safety training to employees prior to the start of litter removal.

- 21. Contractor shall designate a "competent person" at each project site, and this person shall have the responsibility and authority to stop all work until safety conditions are met.
- 22. Contractor will notify City of any unusually hazardous conditions or debris encountered and will take immediate action to stabilize the condition to prevent immediate harm to persons or the environment.
- 23. Spill control measures shall be in place in the event a hazardous or petroleum substance is released. Releases of hazardous or petroleum substance are the contractors' responsibility. The Contractor shall notify the City in the event of a spill.
- 24. Failure to comply with safety and environmental requirements may result in the termination of the contract.
- 23. Contractor will be required to maintain and file with the City certificates of insurance naming the City of Mobile as an additional insured. Insurance coverage shall include at a minimum Commercial General Liability Coverage for Bodily Injury (\$300,000/person, \$500,000/occurrence), for Property Damage (\$100,000/occurrence), and for Pollution (\$100,000 per occurrence); and Automobile Liability of \$500,000 bodily/property per occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

#### Addendum II Exhibit C Bid Submission Document.

- A. PLEASE COMPLETE, SIGN, AND SUBMIT THE FOLLOWING PAGES AND PROVIDE THE ADDITIONAL INFORMATION REQUIRED BY THE DUE DATE AND TO THE LOCATION INDICATED AT THE BEGINNNG OF THIS BID. Note this Addendum has changed the submission due date and time to 11:30 A.M. on Friday, June 21, 2019. The City will score submissions and select a Contractor for each waterway (Dog River watershed, One Mile/Three Mile Creeks watershed) based on a combined score consisting of three areas: Experience (25 possible points), Plan (50 possible points), and Pricing (25 possible points). In cases of relatively equal scoring between competing Contractors, the City may specifically find it in the City's best interest and reserves the right to award one Contractor the Dog River waterway, and another relatively equal scoring Contractor the One Mile/Three Mile Creeks waterway.
- B. Experience 25 points: The City requires a contractor with practical expertise and a work plan to efficiently conduct waterborne and shoreside litter cleanup. Please submit the following information with your signed bid Plan and Pricing.
  - 1. Please write the following information below:

a.	Corporate Name	
b.	Point of Contact	
c.	Email address Phone:	
d.	Do you have a place of business in the City of Mobile: YES NO	
e.	IF yes, where:	
f.	IF no, do you have a place of business in Alabama: YES	NO
g.	IF yes, where:	
h.	Are you a certified disadvantaged business enterprise: YES NO	
i.	Registration Number with Secretary of State Office	

j.	City of Mobile Business License Number
k.	E-verify Enrollment Number
I.	Your intended Insurance Carrier

- 2. Please use a separate sheet (<u>no more than a single page</u>) to describe your commercial experience conducting debris removal operations, including your project experience using EPA's ETAP methodology or comparable litter collection assessment protocol, during the last 3-5 years (Cite <u>no more</u> than 5 specific job sites). For each listed experience, please indicate:
  - a. Date(s)
  - b. Location
  - c. Description of the work performed
  - d. Type of equipment used
  - e. Point of contact for City verification.
- C. <u>Plan 50 points</u>: Please describe your plan to complete cleanup operations in the specific areas to be serviced under this bid. Please <u>use no more than one page for each waterway</u>, <u>or two pages total</u>. Please include, for each waterway system (Dog River first, One Mile/Three Mile Creeks second):
  - 1. Mechanism and equipment by which you will intend to collect, bag, and remove debris to meet time and Cleanliness performance standards. (The City reserves the right to inspect a Vendor's equipment prior to the award to insure compliance with equipment specifications and conformance to safety equipment requirements.)
  - 2. How you will stage and scale your operations to factor in the unique geographical features of each watershed, rain events, dry events.
  - 3. How many personnel you intend to use, and what roles they will fill.
  - 4. Volume of debris you expect to remove during each collection run for each waterway.
  - 5. How you will promote safety.
- D. <u>Pricing 25 points</u>: The City desires the Contractor to bill the City based on labor rates for crews employed that are inclusive of all contractor personnel, equipment, supplies, fuel, and other costs. The City expects that Contractor will use one crew on each collection day. Please provide pricing visit on the sheets below, and provide the labor rates for ad hoc tasking, and provide a signature below:

POSITION	RATE	WEIGHTING	RATE MULTIPLIED BY HOURS (WEIGHTED RATE)
Crew Chief	Hourly Rate	1	

	\$		
Crew Technicians	Hourly Rate \$	3	-
Clerical Staff	Hourly Rate \$	1.5	

E. Certification and Signature:

I certify that I have read and agree to the bid terms stated here and addenda to the City bid, and to the accuracy of the information provided in the attached bid response. I agree that by submitting this bid I am bound to the bid terms and pricing submitted for the period indicated.

I certify that I am authorized to prepare and submit this bid on behalf of the bidder.

Signature	Date
Name and Title	