

RESOLUTION NO. 08-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF CLEAN HARBOR ENVIRONMENTAL SERVICES, INC FOR OIL SPILL RESPONSE ON AN AS-NEEDED BASIS AT THE CITY MARINA AT GARRISON BIGHT; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

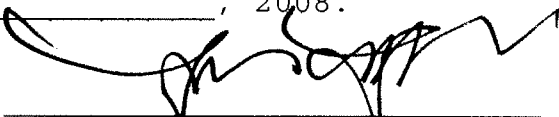
Section 1: That the bid of Clean Harbor Environmental Services, Inc. is hereby awarded on an as-needed basis for Garrison Bight, pursuant to terms contained in the bid documents. (Oil Spill Response at the Key West Bight will be included in the signed contract, as approved in simultaneous CRA Resolution No. 08-075).

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

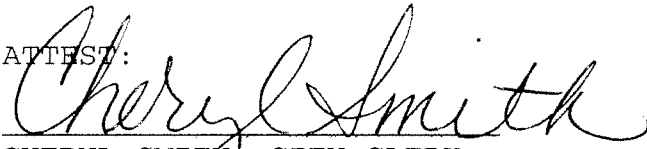
Passed and adopted by the City Commission at a meeting held this 4th day of March, 2008.

Authenticated by the presiding officer and Clerk of the Commission on March 5, 2008.

Filed with the Clerk March 5, 2008.

  
MORGAN McPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



# Executive Summary

**To:** Jim Scholl, City Manager  
**From:** Doug Bradshaw, Port Project Manager  
**Date:** February 20, 2008  
**Re:** City/CRA Bid Award: RFP No. 01-008: Oil Spill Response at City of Key West Port Facilities

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## PROJECT ISSUE

Part of Port Operations overall management plan of the marinas is the contracting of services for a major oil spill response contractor. Additionally, this is a requirement of the Bay Bottom Lease for the Key West Bight. Most small spills can be handled by staff and will not need the services of this contractor.

In order to fulfill this requirement RFP No. 01-008: Oil Spill Response at City of Key West Port Facilities was advertised on December 2, 2007. The RFP required the following services to be provided to all City of Key West owned and operated marinas including, but not limited to, the Key West Bight, Mallory Square, Garrison Bight City Marina, and the Truman Waterfront:

- 24-hour, 365 days a year response for petroleum and chemical products and hazardous materials spills.
- Access to the equipment required, pursuant to Chapter 62N-16.034 of the Florida Department of Environmental Protection Agency's Pollutant Discharge Act, to begin cleaning up a 10,000 gallon discharge within 4 hours of discharge notification to the organization.
- Adequate labor, materials, and equipment for emergency spill response
- Consultation for environmental related issues
- Environmental related site remediation and restoration
- Sampling, transportation, and disposal of wastes

The RFP required each bidder to submit a bid package that included the following:

- Company name, address, contact information
- Corporate Profile
- Listing of Key Personnel
- Experience for last five (5) years
- A description of any previous or existing legal action against the Bidder within the past five (5) years

- Capabilities
- Mobilization abilities
- Qualifications, registrations, and certifications
- Listing of Facilities and Equipment
- Draft Service Agreement
- Pricing schedule for personnel, equipment, vehicles, and materials

On January 10, the City/CRA received three (3) responses to the RFP.

1. Clean Harbor Environmental Services, Inc.
2. Environmental Management Conservation Oil Corp
3. SWS First Response

City staff reviewed the bids and determined that two (2) of the bids, Clean Harbor Environmental Services, Inc. and SWS First Response were fully responsive. Environmental Management Conservation Oil Corp. was partially responsive as they did not give a full pricing schedule. Based on the review of the two responsive bids including capabilities, personnel, and pricing, SWS First Response and Clean Harbor Environmental Services, Inc had very similar bids; however staff felt that Clean Harbor Environmental Services, Inc. could best provide the City/CRA the services it is looking for in an oil spill response contractor.

### **OPTIONS**

At this point in the process there are two options:

1. Accept the bid by Clean Harbor Environmental Services, Inc.
2. Reject the bid and select another bidder or readvertise the RFP.

### **ADVANTAGES/DISADVANTAGES**

Option 1: Clean Harbor Environmental Services, Inc. has submitted a responsive bid that appears to be reasonable to perform the scope of services.

Option 2: There appears to be no justification to rebid the project as two of the bids were fully responsive.

### **FINANCIAL ISSUES**

The use of the Oil Spill Response contractor is on an as needed basis. There is no up front cost for the City/CRA.

### **RECOMMENDATION**

City staff recommends that the City/CRA award the bid to Clean Harbor Environmental Services, Inc. The Key West Bight Board voted to approve bid award to Clean Harbor Environmental Services, Inc. at its February 20 meeting.

# INTEROFFICE MEMORANDUM

**To:** Mark Tait, Key West Marine Manager,  
**CC:** Sue Snider, Purchasing  
Doug Bradshaw, Key West Port Project Manager  
**From:** Cheri Smith, City Clerk  
**Date:** January 10, 2008  
**Subject:** OIL SPILL RESPONSE AT CITY OF KEY WEST PORT FACILITIES;  
RFP No. 01-008

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Attached for your review are copies of the bids opened Wednesday, January 9, 2008 at 3:30 p.m. in response to the above referenced project.

1. Clean Harbors Environmental Services, Inc.  
11221 Interchange Circle South  
Miramar, FL 33025
2. Environmental Management Conservation Oil Corp.  
8470 N. W. 68<sup>th</sup> Street  
Miami, FL 33166
3. SWS First Response  
3133 NW 25<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33069

FROM THE DESK OF...  
CHERYL SMITH, MMC, CPM  
CITY CLERK  
CITY OF KEY WEST  
525 ANGELA STREET  
KEY WEST, FL 33040  
(305) 809-3835  
Fax: 809-3833

CS/sph  
RFP-08-001 Oil Spill Response

## CONTRACT

This Contract, made and entered into this 4th day of March, 2008, by and between the **City of Key West and CRA**, hereinafter called the "Owner", and **Clean Harbors Environmental Services, Inc.** hereinafter called the "Contractor";

WITNESSETH:

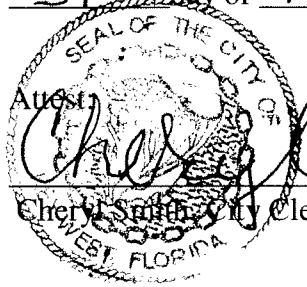
The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT 01-008: OIL SPILL RESPONSE AT CITY OF KEY WEST PORT FACILITIES, to the extent of the Proposal made by the Contractor, dated this 2nd day of January, 2008, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of OIL SPILL RESPONSE AT CITY OF KEY WEST PORT FACILITIES, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the pricing amounts in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees that the Contract period shall be for three (3) years with the City having an option to renew at the same terms for an additional two (2) years. The Contract shall begin on the date that this Contract was entered into.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 31 day of March, 2008



Affest: *Cheryl Smith*  
Cheryl Smith, City Clerk

By: *J. K. Scholl*  
Jim Scholl, City Manager

Contractor: CLEAN HARBORS ENV. SERV. INC. Witness: *Paul A. Pilgrain*

By: *Daniel R. Mahanor* Print Name: PAUL A. PILGRAIN

Print Name: Daniel R Mahanor

Title: Vice President

NOTARY PUBLIC - STATE OF FLORIDA  
Janet E. Page  
Commission #DD654099  
Expires: APR. 17, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

*Janet E. Page*

<b>PRODUCER</b> Willis North America, Inc. 26 Century Blvd Nashville, TN 37214	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	<b>INSURER A</b>	Zurich American Insurance Company 16535-002
	<b>INSURER B</b>	American Guarantee and Liability Insurance 26247-003
	<b>INSURER C</b>	Steadfast Insurance Company 26387
	<b>INSURER D</b>	
	<b>INSURER E</b>	

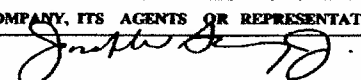
**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	GLO 9681229-01	11/1/2007	11/1/2008	EACH OCCURRENCE	\$2,000,000				
	<input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000				
					MED EXP (Any one person)	\$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								GENERAL AGGREGATE	\$3,000,000
									PRODUCTS-COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	BAP 6681231-01	11/1/2007	11/1/2008	COMBINED SINGLE LIMIT	\$5,000,000				
					BODILY INJURY (Per person)	\$				
					BODILY INJURY (Per accident)	\$				
					PROPERTY DAMAGE	\$				
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$				
					OTHER THAN AUTO ONLY	\$				
					EACH ACCIDENT	\$				
					AGGREGATE	\$				
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC4275262-03	11/1/2007	11/1/2008	EACH OCCURRENCE	\$10,000,000				
					AGGREGATE	\$10,000,000				
						\$				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 9681232-01	11/1/2007	11/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER					
					E.L. EACH ACCIDENT	\$ 2,000,000				
					E.L. DISEASE-EA EMPLOYEE	\$ 2,000,000				
					E.L. DISEASE-POLICY LIMIT	\$ 2,000,000				
C	<b>OTHER Contractors Pollution Liability</b>	PEC365668112	11/1/2007	11/1/2008	\$10,000,000	Each Claim				
					\$10,000,000	All Claims				
C	<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> Environmental Impairment Liability #PLC374393607 5/1/07-5/1/08 \$10,000,000 Each Claim/Aggregate									

**CERTIFICATE HOLDER**

**CANCELLATION**

For Reference Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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