

MIAMI BEACH
Request for Proposals (RFP)
2024-021-ND
Disaster Debris Monitoring Services

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SECTION 0100 **INSTRUCTIONS TO BIDDERS**

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit their qualifications, proposed scopes of work, and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and are complementary to one another and together establish the complete terms, conditions and obligations of the Bidders and, subsequently, the successful Bidder(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Bidder who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE AND BACKGROUND.

In an emergency, such as a hurricane, the City requires resources to undertake disaster debris monitoring operations. Disaster debris monitoring is assessing and managing debris generated in the aftermath of a disaster. Disaster debris monitoring involves coordinating various stakeholders, including emergency management agencies, environmental agencies, local governments, and private contractors. Keeping track of the types and quantities of debris generated is essential for documentation, reporting, and obtaining financial assistance for recovery efforts. Adhering to local, state, and federal regulations regarding the proper disposal of debris is crucial, and disaster debris monitoring ensures compliance.

For approximately five years, the City of Miami Beach (the City) has had an agreement for disaster debris monitoring. The current term of the agreement expires on June 26, 2024. To consider a replacement agreement, this Request for Proposals (RFP) seeks proposals from qualified disaster debris monitoring contractor(s) to provide technical expertise and guidance to support the City during emergency recovery efforts following declared disaster event(s). Such services include but are not limited to supporting the City during a disaster recovery effort and monitoring debris collections performed by the city's disaster recovery contractor (s) per the Stafford Act and FEMA policies and guidelines. The contractor(s) shall coordinate with the City and the Disaster Recovery Collector(s) to ensure a compliant, well-managed, and organized approach to debris collection and disposal within FEMA guidelines and Federal regulations (See Section 0200). Services include monitoring debris collections in the field, Temporary Debris Management Sites (TDMS), and residential debris drop-off sites, as well as data reporting, and other related services. Contractor(s) shall monitor the City's Disaster Recovery Contractor(s) performance, including suggestions and assistance with implementing recommendations to improve efficiency.

2.2. Interested Parties. Interested parties are invited to submit proposals in accordance with Section 0300. In accordance with the instructions of Section 0300, interested parties should provide detailed information that demonstrates their experience in disaster debris monitoring. A Pre-proposal conference will be held in accordance with Section 0100, Sub-sections 3 and 5. All proposals will be evaluated in accordance with the qualitative criteria found in Section 0400.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	June 29, 2023
Pre-Proposal Meeting	July 20, 2023 at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only)

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	+1 786-636-1480 United States, Miami Phone Conference ID: #
Deadline for Receipt of Questions	July 28, 2023 at 5:00 pm ET
Responses Due	August 14, 2023, at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: #
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:

Natalia Delgado

Telephone:

305-673-7000 x26263

Email:

NataliaDelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0100-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 786-636-1480 United States, Miami

Phone Conference ID: #

Bidders who are participating should send an e-mail to the contact person listed in this RFP expressing their intent to participate.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective Bidder who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all Bidders are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Bidders shall be solely responsible for

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ensuring that all applicable provisions of the City's Code of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Bidders (or Bidder team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

9. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

10. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Bidder to perform the contract.
- (2) Whether the Bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Bidder(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

11. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Bidder(s). Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder(s) in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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13. PERISCOPE S2G (FORMERLY BIDS SYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

16. INDEMNIFICATION

Contractor agrees that it will indemnify and hold the Federal Government, its employees and/or their contractors, the State of Florida, its employees and/or their contractors, the County, its employees and/or their contractors, and the Municipality and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract for any work performed.

SECTION 0200 GENERAL CONDITIONS

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a proposal in response to this solicitation, Bidder agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

SOLICITATION TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS. By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Contract Provisions for Federal Awards (dated 8/20/20), incorporated herein, located at:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A Bidder may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
3. Cost Proposal (See Appendix B).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) and the Cost Proposal with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Cost Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Bidder or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1	Cover Letter & Minimum Qualifications Requirements
<p>1.1 Cover Letter and Table of Contents. The table of contents should indicate the tabs, sections with tabs, and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm and contain the following:</p>	
<p>1.2 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix A, Minimum Requirements and Specifications.</p>	

TAB 2 Experience & Qualifications

2.1 Qualifications of Bidder. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Bidder submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Bidder's Team. Provide an organizational chart of all personnel (including the project manager and EOC manager) to be used for this project if awarded, the role that each team member will play in providing the disaster debris monitoring services detailed herein, and each team members' qualifications for performing, managing, directing, or documenting disaster debris monitoring work. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3 Approach and Methodology

3.1 Submit detailed information on how Bidder plans to accomplish the required scope of services as detailed in Appendix A.

3.2 Submit a detailed plan for operating debris monitoring project(s) for the City of Miami Beach, addressing any applicable state and federal laws and regulations.

3.3 Submit a detailed plan for operations management, including the proposer's approach to mobilization, a proposed schedule/timeline for operations, safety procedures, and a project management approach.

3.4 Submit a detailed plan for monitoring oversight of TDMS.

3.5 Submit proposer's experience on past disaster projects, with attention to how such experience would be implemented for the City of Miami Beach.

3.6 Submit a narrative on how the proposer intends to collaborate with City of Miami Beach agencies, departments, and other agencies before, during, and following a disaster event.

3.7 Submit a detailed communication plan for disseminating information to the public, contractors, and relevant agencies regarding debris removal schedules, safety guidelines, and other critical information.

3.8 Submit a narrative on how the proposer intends to comply with environmental regulations that will minimize the impact of debris removal on natural resources

3.9 Submit a narrative on how the proposer intends to comply with all FEMA requirements in performing the work in order to mitigate any issues with reimbursements.

3.10 Supplier Diversity (Minority/Women-owned Business Enterprise (MWBE), Small/Disadvantaged Business Enterprise (S/DBE), Labor Surplus Area firms). Submit details on how Proposer plans to incorporate the utilization of Minority/Women-owned Business Enterprise (MWBE), Small/Disadvantaged Business Enterprise (S/DBE), or labor surplus area firms in the required scope of services.

TAB 4 Cost Proposal

Submit a completed Cost Proposal Form (Appendix B).

SECTION 0400

PROPOSAL EVALUATION

1. EVALUATION COMMITTEE. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without requiring presentations. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The City Manager will utilize the results to take one of the following actions:

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations; or
- b. The City Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 10; or
- c. The City Manager may Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
- d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this RFP is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.

3. TECHNICAL ADVISORS. The City, at its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in evaluating proposals.

4. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria.

Qualitative Criteria	
(Points Assigned by Evaluation Committee for the Bidder)	Maximum Points
Experience & Qualifications (Tab 2)	40
Approach & Methodology (Tab 3)	35
TOTAL AVAILABLE POINTS for Qualitative Criteria	75
Quantitative Criteria	
(Points Assigned by Procurement Department)	Maximum Points
Cost Proposal	25
Veteran's Preference Points (for the Bidder)	5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative	105

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. veteran's preference) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the evaluation criteria.

6. QUANTITATIVE CRITERIA. Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing a recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

7. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Bidder A	Bidder B	Bidder C
Committee Member 1	Qualitative Points	82	76	80
	Quantitative Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Qualitative Points	79	85	72
	Quantitative Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Qualitative Points	80	74	66
	Quantitative Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

APPENDIX A

MIAMI BEACH

Minimum Requirements & Specifications

2024-021-ND

Disaster Debris Monitoring Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

A1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have their bid considered.

1. Bidder shall demonstrate that it has performed at least three (3) disaster debris monitoring projects, as prime contractor, in the last 15 years, resulting in 250,000 cumulative cubic yards of debris.

Required Submittals: For each client/project reference the following information is required: 1) client name, 2) contact individual name & title, 3) address, 4) telephone, 5) contact's email, 6) narrative on scope of services provided; 7) contract dates of services; 8) total cubic yards of debris monitored.

A2. Specifications. The Contractor shall provide its services under this agreement if and when the City needs assistance with disaster debris monitoring services. The Contractor shall not be required to provide its services to the City until the City issues a purchase order based on a fully executed Consultant Service Order (CSO). Upon the issuance of a purchase order, the Contractor shall promptly provide the City with the Certificate of Insurance required herein. After the City receives and approves the Contractor's Certificate of Insurance, the Contractor shall provide all labor, supervision, materials, equipment, facilities, power, communications, and other services and supplies necessary for, or incidental to, the performance of the Contractor's work. All services provided by the Contractor, and all labor, materials, and equipment used by the Contractor and its subcontractors must comply fully with all Applicable Laws, including the requirements established by FEMA. All of the Contractor's duties and obligations shall be performed at the Contractor's expense in exchange for the City's payment of the hourly rates identified in the Cost Proposal Form, Appendix B. The City makes no warranty or guarantee concerning the number of hours or category of employees that will be employed to perform the required services. The number of hours included in Appendix B is not intended to represent the actual contract amount but an estimated representation of a typical work week. The employment by Contractor of any staff or personnel for whom an hourly rate has not been set in Appendix B shall be approved in writing by the City prior to their hiring.

A3. Scope of Work. The Contractor shall provide all labor (including, but not limited to, designation of a project manager), supervision, materials, equipment, power, communications, and other services and supplies necessary for, or incidental to, the performance of the debris monitoring services described herein.

Generally, the services to be provided by the Contractor involve the monitoring and supervision of the removal, processing, and disposal of debris by the Debris Management Contractor (the "DMC") to (1) ascertain whether the DMC has fully performed under the agreement, then in effect, for debris removal and disaster recovery services between the DMC and the City, and (2) maximize reimbursements from FEMA and other federal, state and local agencies for disaster recovery expenses incurred by the City, such as ensuring that only eligible debris is collected, processed and properly disposed by the DMC.

The Contractor shall observe, monitor, and document the DMC's removal, processing, and disposal operations, including debris types, quantities, reduction methods, and pick-up and disposal locations to ensure that the DMC complies with all Applicable Laws, including FEMA regulations, policies, and guidelines. Monitoring the DMC's contracted removal operations includes field supervisory oversight, monitoring of debris removal at the loading, staging, and final disposal sites, monitoring debris removal, segregation, processing, and final disposal, and compiling copious and detailed records (e.g. load tickets and monitor reports) to document and verify the DMC's contracted Debris removal operations. For example, Contractor shall track each load of eligible debris removed, processed, and disposed of by the DMC, using a load ticket, which shall be inventoried and logged.

The Contractor shall be thoroughly familiar with the rights and responsibilities assigned to the DMC under the agreement, then in effect, for debris removal and disaster recovery services between DMC and the City. Contractor must conduct its work in a manner that does not interfere with disaster response and recovery activities of the DMC and the federal, state, and county governments and agencies or public utilities. The City may use other contractors to work in other zones within the City; therefore, the Contractor must coordinate with any such contractor(s) as needed by the City.

Contractor shall verify and document that all equipment, vehicles, and manpower used by the DMC in its performance under the agreement, then in effect, for debris removal and disaster recovery services between the DMC and the City meets the criteria set forth in said agreement, including that all load volumes of debris and each piece of equipment are adequately measured, the measured volume is accurately reflected on the signs fixed to each piece of equipment for the duration of the disaster work, the proper signage and markings are affixed to each piece of equipment, and each piece of equipment and vehicle is certified and in compliance with the proposal specifications and all Applicable Laws.

Services required from the Contractor may include the following:

- (1) Monitoring during Emergency Push/Road Clearance: During the first seventy (70) hours after a declared disaster, Contractor shall observe, monitor, supervise, and document the debris clearance operations of the DMC, including, but not limited to the number, hours, and actual output of manpower and equipment used by the DMC, unless otherwise agreed in writing by the City.
- (2) Monitoring Debris Removal from Private Property: Contractor shall observe, monitor, supervise, and document the DMC's debris removal operations from private property, as authorized by the City, including, but not limited to, the collection, removal, processing, and disposal of debris, to ascertain compliance with all applicable current FEMA regulations and policies including the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020). Contractor shall ascertain that all debris removed from private property meets the criteria and requirements set forth in the agreement, then in effect, for debris removal and disaster recovery services between the DMC and the City.
- (3) Monitoring Debris Removal from Public Rights-of-Way (ROW): Contractor shall observe, monitor, supervise, and document the removal, processing, and disposal operations of the DMC of vegetative debris, mixed debris, non-burnable debris, and

construction and demolition removal (C&D) debris from the City's Rights-of-Way and public property. The Contractor shall ensure only eligible debris is collected for loading and hauling. Contractor shall ascertain that all debris removed from the City's Rights-of-Way and public property meets the criteria and requirements set forth in the agreement, then in effect, for debris removal and disaster recovery services between the DMC and the City.

Monitoring Removal, Processing, and Disposal of Debris by Types of Debris:

- a. Vegetative Debris: The Contractor shall observe, monitor, supervise, and document the DMC's operations related to the removal, processing, and disposal of stumps, hazardous stumps, leaning trees, hanging limbs, and trees. Specifically, the Contractor shall inspect and document the size, location, root-ball exposure, payment category, and method of removal used by the DMC, which may include grinding, removal, extraction, or flush cut. The Contractor shall ascertain compliance with all applicable FEMA guidelines regarding the removal, processing, and disposal of stumps, hazardous stumps, leaning trees, hanging limbs, and trees as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020).
- b. C&D Debris: The Contractor shall observe, monitor, supervise and document DMC's operations related to the removal, processing and disposal of C&D Debris. The Contractor must ensure and when applicable document that the C&D Debris removed by the DMC presented an immediate threat to the safety, welfare, and well-being of the community, or obstructed a public Right-of-Way or other recovery efforts, and is generated by a declared disaster in compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020).
- c. Hazardous Waste (HW) Debris: Contractor shall observe, monitor, supervise, and document the collection, segregation, transportation, processing, and disposal of HW to verify and ensure that DMC took proper precautions and followed established policies and procedures, including notification of appropriate authorities in case of an accident or if unsafe practices are observed. Contractor shall ensure that DMC has obtained and maintained the required certification for the collection, segregation, transportation, processing, and disposal of HW and has employed the appropriate certified specialists to perform such tasks. The Contractor shall ensure the DMC has performed all cleanup operations in accordance with Applicable Laws. The Contractor shall report spills and other incidents to the City immediately following the discovery of the spill, separately and independently from the DMC. The Contractor shall ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020).
- d. Other Types of Debris: Contractor shall observe, monitor, supervise, and document the collection, removal, transportation, and disposal of vehicles and vessels, putrescent debris, and storm-generated debris in waterways and drainage systems to ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020).

- e. On-Site Chipping: Contractor shall observe, monitor, supervise, and document the collection, removal, processing, and disposal of debris chipped on-site by the DMC. Contractor shall document the conditions and location of the debris to verify that on-site chipping, hauling of chipped debris, and area restoration were performed in compliance with the agreement, then in effect, for debris removal and disaster recovery services between the DMC and the City.
- (4) Temporary Debris Staging and Reduction Sites (TDSRS): The Contractor shall observe, monitor, supervise, and document DMC's staging, reduction, and processing operations at a TDSRS, including the staging, processing, reduction, and disposal of all debris, site security, site preparation, and maintenance. Contractor shall inspect and properly document every load entering and leaving the TDSRS, including all load tickets completed for each load, to verify and document the contents and quantity of each load. Contractor shall accurately measure, document load hauling compartments, and compute volume capacity in cubic yards of every vehicle used by the DMC. Contractor shall ascertain compliance with all applicable licensure and environmental requirements, as well as all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020).
- (5) Comingling of Debris: The Contractor shall ensure that there is no comingling of debris and shall inform the City on its Operational Reports as described in Section 3.6.10 if comingling of debris occurs. Contractor shall ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020).

A3.1 Required Staff and Personnel. The Contractor shall provide the City the necessary personnel with the training, skills, knowledge, experience, and know-how to efficiently and effectively observe, monitor, supervise, and document the DMC's collection, removal, processing, and disposal operations set forth in the agreement, then in effect, for debris removal and disaster recovery services between the DMC and the City. The City will determine the number and types of personnel needed, and this determination will be included in the appropriate CSO.

Contractor shall provide its personnel with all logistical support, including mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and other equipment necessary to perform the work. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with the Contractor, DMC, and the City at all times.

Contractor shall ensure that a sufficient number of trained personnel are available to (1) monitor the "First Push" operations; (2) observe and record all debris loads entering and leaving the TDSRS; (3) provide data entry, (4) conduct safety meetings with field staff to ensure that all personnel adhere to all appropriate safety requirements; (5) respond and document issues regarding complaints, damages, accidents or incidents involving the DMC and ensure that are fully documented and reported; (6) coordinate daily briefings with the City; (7) ensure and reconcile DMC's invoices and supporting documentation submitted to the City; and) prepare Operational Reports and any other required documentation as required by the City. Accordingly, the Contractor shall establish a debris monitoring team to perform the work required consisting of the following positions, at a minimum, as included in Appendix B, Cost Proposal Form and more particularly described below:

- a. Emergency Operations Manager

- b. Project Manager
- c. Data Manager
- d. Cost Recovery Specialist
- e. Field Supervisors
- f. Fixed Site Monitors
- g. Billing/Invoice Analysts
- h. Administrative Assistants
- i. Field Monitors

The Debris monitoring team's responsibilities and obligations include, but are not limited to the following:

- a. Emergency Operations Manager: The primary functions of the emergency operation manager shall be to manage and supervise the Debris monitoring services provided by the Contractor and to serve as liaison between the City and the Contractor. The emergency operations manager shall be paid at the hourly rate in Appendix B, Cost Proposal Form. The emergency operations manager's responsibilities shall include, without limitation:
 - i. Coordinate daily briefings, work progress, staffing, and other key items with the City;
 - ii. Schedule work for all team members and subcontractors on a daily basis;
 - iii. Schedule and manage field staff;
 - iv. Monitor the DMC's progress and make and implement recommendations to improve efficiency and speed up the recovery work;
 - v. Conduct safety inspections;
 - vi. Ensure compliance with contracts by all subcontractors;
 - vii. Prepare Operational Reports and other required documentation;
 - viii. Schedule periodic meetings with field staff and subcontractors;
 - ix. Review and reconcile DMC's documentation supporting invoices for payment and prepare FEMA worksheets for reimbursement for debris hauling efforts;
 - x. Review and reconcile Contractor's invoices for payment and prepare FEMA worksheets for reimbursement for debris monitoring efforts;
 - xi. Establish a data center where project documents are stored, sorted, and reconciled;
 - xii. Be accessible to the City at all times and shall have full authority to act on behalf of the Contractor to address and resolve issues that may arise during the course of the work. All communications given to the Emergency Operations Manager shall be binding on the Contractor;
 - xiii. Be on-call twenty-four (24) hours per day, seven (7) days per week, and be available by cell phone. In the event normal communication channels are unavailable, Contractor shall provide the Emergency Operations Manager with reliable means of communication with the City;
 - xiv. Coordinate daily with the City and DMC, and shall comply with all directions and guidance provided by federal and state representatives; and
 - xv. Attend any and all meetings required by the City to evaluate the Debris removal and disposal operations.

- b. Project Manager: The project manager's responsibilities shall include, without limitation:
- i. Obtaining and becoming familiar with all debris removal contracts for which they are providing monitoring services.
 - ii. Documenting daily and weekly debris removal work and ensuring proper records are maintained for load tickets and recovery costs.
 - iii. Inspecting means and methods to measure and record work and recommending changes that may be needed.
 - iv. Stopping work in progress that is not being performed or documented appropriately.
 - v. Inspecting work in progress to ensure removal efforts include debris of the proper type in the proper areas.
 - vi. Checking work in progress to ensure that the proper work authorizations, permits, and other prerequisites are in place.
 - vii. Reporting on any improvements in work assignments, efficiency, or productivity.
 - viii. Reporting damage within 24 hours of knowledge of the occurrence.
 - ix. Ensuring work is performed in accordance with all applicable federal, state, and local laws and regulations.
- c. Data Manager: The primary function of the data manager is to oversee the processing of load ticket information, including Quality Assurance and Quality Control (QA/QC) aspects, that ensure documentation is maintained in accordance with all Federal, State, County, and local requirements. This may involve using electronic monitoring equipment or other approaches as approved by the City. The data manager shall be FEMA-trained and will work under the supervision of the emergency operations manager. The data manager shall be paid at the hourly rate included in Appendix B, Cost Proposal Form.
- d. Cost Recovery Specialist: The cost recovery specialist is an experienced, FEMA-trained professional who may assist the City in operating and coordinating activities during a declared disaster. The qualified individual must have direct debris management experience, including the management of debris removal operations, the oversight of TDSRS, debris recycling, and debris disposal. Emphasis on management and coordination of disaster event and FEMA recovery guidelines are required. The Cost Recovery Specialist shall work hand-in-hand with City personnel or their designee to develop project worksheets for all Category A expenses and documentation. The cost recovery specialist shall be paid at the hourly rate included in Appendix B, Cost Proposal Form.
- e. Field Supervisors: The primary function of the field supervisors shall be to oversee the field operations, compile Operational Reports, recommend approaches that maximize efficiency, and ensure that safety measures are followed. The Field Supervisors shall be paid at the hourly rate included in Appendix B, Cost Proposal Form. The Field Supervisors' responsibilities shall include, without limitation:
- i. Oversee and supervise field activity;

- ii. Coordinate efforts with City personnel to maximize efficient use of all available resources;
 - iii. Make suggestions to improve the efficiency of the collection and removal of debris;
 - iv. Coordinate daily activities and future planning with staff;
 - v. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility; and
 - vi. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.
- f. Fixed Site Monitors: The primary functions of the fixed site monitors shall be to complete the load ticket and estimate volumes that have been transported to the TDSRS or final disposal site for processing, reduction, segregation, storage, and disposal. The fixed site monitors shall be paid at the hourly rate included in Appendix B, Cost Proposal Form. The fixed site monitors' responsibilities shall include, without limitation:
 - i. Create and maintain a complete and accurate record of the size of each load of debris and other information about each load as may be needed on the load ticket;
 - ii. Initial each load ticket before allowing trucks to proceed from the check-in area to the tipping area at the final disposal site;
 - iii. Initial each load ticket for every load entering and leaving a TDSRS;
 - iv. Ensure that debris is properly segregated, processed, and secured and that comingling of debris does not occur;
 - v. Coordinate efforts with the City and the DMC/dispatch center or supervisor to maximize efficient and effective use of all available resources;
 - vi. Perform other duties as directed by the City and designated City personnel;
 - vii. Accurately measure load hauling compartments, compute volume capacity in cubic yards, and document and record measurements and computations.
- g. Billing/Invoice Analysts: The primary function of the billing/invoice analyst is to inspect and audit contractor's invoices, reconcile invoices with standardized tickets/logs summary, verify the accuracy of invoices, coordinate with DHCs to rectify errors, approve invoices and authorize payment, produce summary reports for each invoice including backup data and documents.
- h. Administrative Assistants: The primary function of the administrative assistant is to manage and organize all project documentation, scan all project cost documents, track monitoring costs, compile time sheets, and support the project manager.
- i. Field Monitors: The primary function of the field monitors shall be to perform roving on-site, street-level work area inspections of debris cleanup and collection and verify that only eligible debris is being removed from an eligible property within assigned debris pick-up locations in the City. The field monitors shall complete and issue load tickets for eligible debris cleared and removed at locations designated by the City. The field monitors shall be paid at the hourly rate included in Appendix B, Cost Proposal Form. The field monitors' responsibilities shall include, without limitation:

- i. Utilize photographs and GPS coordinates of debris to verify the source and type of debris collected;
- ii. Monitor truck collection activity;
- iii. Issue manifest load tickets at loading sites for each load;
- iv. Check the area for safety considerations such as downed power lines, children playing in the area, need or availability of traffic control devices, and trucks and equipment are being operated safely;
- v. Ensure freon-containing appliances are sorted and ready for freon removal on-site or separate transport for freon removal before final disposal;
- vi. Perform a pre-work inspection of areas and debris piles to help prevent damage caused by loading equipment used in operations; identify covered utility meters, transformers, fire hydrants, and mailboxes, and look for and document potential debris remedial issues;
- vii. Document damage occurring during debris removal to utilities, driveways, road surfaces, vehicles, or any other property, using photography whenever feasible, including identifying owners, circumstances of the damage (who, what, when, where) and filing a report with authorities with jurisdiction;
- viii. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area;
- ix. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations;
- x. Properly monitor and record the performance and productivity of the debris removal crew;
- xi. Coordinate field inspection work and all other efforts with the City, and DMC/dispatch center or supervisor to maximize efficient and effective use of all available resources;
- xii. Ensure that loads are properly contained before leaving the loading area;
- xiii. Ensure only eligible debris is collected for loading and hauling;
- xiv. Ensure only debris from approved public areas is loaded for removal;
- xv. Document photographically trees and stumps that are considered hazardous;
- xvi. Verify that all trucks leaving the site have been completely emptied; and
- xvii. Perform other duties from time to time as directed by the City and emergency operations manager.

A3.2 Pre-event Services. The pre-event services performed by the Contractor may include:

- a. The coordinated creation, implementation, and modification, as necessary, of the City's Debris Management Plans and Standard Operating Procedures;
- b. Inter-agency cooperative exercises and training;
- c. FEMA guidance and policy yearly updates; and
- d. Inspection of TDSRS.

A3.3 Post-event Services. The post-event services performed by the Contractor may include:

- a. Contract administration;
- b. Debris estimates;
- c. Performing oversight of road clearance and debris loading by DMCs;
- d. Providing TDSRS monitoring at various locations, including sites that handle materials from multiple contractors and monitoring firms;
- e. Environmental assessment of TDSRS;
- f. Truck and equipment certification;
- g. TDSRS monitoring accommodating multiple municipalities/agencies;
- h. QA/QC of all documentation pertaining to debris management monitoring;
- i. Monitoring and documenting compliance with all safety procedures;
- j. Assisting the City in responding to public inquiries;
- k. Providing technical advice to the City;
- l. Being available to address questions from FEMA during and after services have been performed;
- m. Providing assistance with FEMA Category A expense worksheets and other submittals, audits, appeals, and associated processes, as needed, until final file closeout regarding each disaster event; and
- n. Reviewing and validating debris removal contracting firm(s) invoices prior to submission to the City for processing.

A3.4 Mobilization and Notice to Proceed. The Contractor shall have a maximum of 24 hours from confirmed delivery of the City's to mobilize and begin their response. Notification will be made in writing via email. Failure to mobilize in the allotted timeframe may result in selecting another contractor, relinquishing the right for future consideration, and breach of contract. Upon activation, the Contractor will begin coordinating with the DMC and the City's emergency management personnel.

A3.5 Deliverables and Reports. At a minimum, the following deliverables must be provided to the City at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the City may add or delete deliverables to meet the needs of the City, State, or FEMA. All deliverables will be submitted electronically, in a format specified by the City and on paper. The minimum deliverables to be provided include:

- a. A log of complaints, damages reported, correction or remedial measures, and releases for remedial work performed from the property owner or the City as appropriate, in paper form and electronically;
- b. Original load tickets, boxed, bound by date, and sorted by ticket number;
- c. Electronic load ticket logs detailing information from all paper load tickets;
- d. Daily activity logs maintained by all personnel with individual signatures and initials, which shall identify issues addressed by all personnel and final resolution;
- e. Map books boxed by pass with daily logs;
- f. List of load tickets issued by monitors and list of lost/voided load tickets;
- g. Each ineligible debris pile will be tagged in a format approved by the City, and a log of all ineligible debris identified shall be compiled and submitted to the City;
- h. Daily operational reports ("Operational Reports") shall be prepared by the Contractor and submitted to the City throughout the duration of the recovery operations. Daily reports shall

document the DMC's activities and progress from the previous day and shall be submitted at 10:30 a.m. to the City or designee. Each report shall contain the following minimum information:

- i. Review and accurately complete load tickets, verifying that they are consistent with all reporting documents;
 - ii. The times of operation of all debris-loading trucks; and
 - iii. Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.
- i. A final report ("Final Report") shall be prepared by the Contractor and submitted to the City within thirty (30) days of completion of the recovery operations (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum; this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

A3.6 Document Management and Support. Contractor shall create and monitor load tickets to track and document the removal, processing, and disposal of eligible debris. Contractor shall ensure that all load tickets comply with the requirements of FEMA and other federal, state, and local reimbursement agencies. Each load ticket shall contain, at a minimum, the following information:

- a. DMC's name;
- b. City's identification or contract number for the Contractor;
- c. Load Ticket number;
- d. Date and time of pick up;
- e. Date and time of delivery;
- f. Pick up location (by street address or block);
- g. Total cubic yards picked up;
- h. Debris classification;
- i. Truck ID number and capacity;
- j. If applicable, truck operator or employee name;
- k. Description of manpower and equipment used;
- l. Delivery site;
- m. Signature of the City's designated representative;
- n. Signature of the DMC's designated representative; and
- o. Signature of the Contractor's designated representative.

A3.7 Records Keeping and Audits. Contractor will be subject to audit by federal, state and local agencies. Accordingly, Contractor shall keep throughout the term of the resulting agreement, all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the City, in accordance with generally accepted accounting principles prescribed by the American Institute of Certified Public Accountants or any successor agency. In addition, Contractor must maintain copies of all reports, records, debris reporting tickets, and correspondence concerning the work performed under the resulting agreement. Such books of accounts, records, reports, logs, debris reporting load tickets, and correspondence shall be kept for at least three (3) years after project closeout by FEMA or eight (8) years following the termination of the resulting agreement, whichever is later unless the Contractor is notified in writing by the City of the need to

extend the retention period. Upon the City's request, the Contractor shall scan all reports, logs, load tickets, invoices, correspondence, and related records concerning the Contractor's work under the resulting agreement and provide electronic copies to the City.

The City shall have the right to inspect, audit, and examine all such customary books of accounts, records, and reports created and maintained relating to Contractor's operations in performance of the resulting agreement during normal business hours. If the books of accounts and records are kept in a location outside the State of Florida, Contractor shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for the City to be audited and inspected as set forth in the resulting agreement. Failure to maintain books of accounts and records as required shall be deemed a material breach of the resulting agreement. The City or its representatives shall make available to the Contractor a copy of any audit report prepared by or on behalf of the City. Contractor shall have thirty (30) days from receipt of the audit report from the City or its representatives to provide a written response to the City regarding the audit report. Contractor agrees that failure to submit a written response to the audit report in accordance with the requirements of this section shall constitute acceptance of the audit report as issued. The obligations arising out of this section shall survive the expiration or earlier termination of the resulting agreement.

Florida's Public Records Law (Chapter 119, F.S.) requires that all records must be made available upon request by the public unless they are exempt. The City may unilaterally cancel the resulting agreement if Contractor refuses to comply with the requirements of Florida's Public Records Law.

A3.8 Other Operational Considerations. All emergency Debris operations, including all Contractor's operations in performance of this Agreement, shall be subject to inspection by the City and other Governmental Authorities to ensure compliance with the Agreement and Applicable Law.

A3.9 Technical Assistance. The City may request Contractor to provide technical expertise and guidance to support the City during the emergency recovery effort, including the following:

- a. Assist in determining and assessing the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- b. Provide training sessions for key City personnel.
- c. Assist with developing, producing, and distributing public information bulletins or press releases concerning the disaster event and recovery efforts.

A3.10 Invoice and Payment. All invoices are subject to pre-audit verification and the City's approval prior to payment. Contractor must provide the information described below and any other information reasonably requested by the City to support the work performed.

- a. The Contractor must sign all invoices, and each type of work must be invoiced separately.
- b. Releases of lien, if applicable, must be submitted with invoices.
- c. Contractor must remit all invoices and supporting information to:

**Accounts Payable Division
Finance Department**

**City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, FL 33139**

A paper copy of each invoice must be provided, and electronic copies also may be required.

- d. Contractor must submit invoices to the City regularly and at least once every 30 days. Each invoice shall include copies of the Operational Reports as indicated in Section A3.5(h) and daily logs, if applicable.
- e. Invoices must be detailed and include information such as employee position, the employee's hourly rate, the actual hours worked, and the tasks performed. The hourly rates must not exceed the prices included in Appendix B, Cost Proposal Form.

A3.11 City's Obligations for Mobilization. The City shall notify Contractor when a hurricane watch or warning has been established for the City so that Contractor can plan for its mobilization. The City shall furnish all information and documents reasonably necessary for the commencement of work, including a valid purchase order. Contractor shall be fully operational within twenty-four (24) hours after receiving a purchase order from the City.

A4. Special Conditions

1. **STATE OR FEDERAL REQUIREMENTS.** The selected contractor shall be, at all times, in compliance of any state or federal requirements applicable to the work, including without limitation the Contract Provisions for Federal Awards, which can be found at the following link: <https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>
2. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of three (3) years.
3. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) two-year renewal term at the City Manager's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same cost, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative and not a right of the successful contractor.
4. **COST ADJUSTMENTS.** On or about the anniversary of each contract year, the contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.
5. **BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL.** The Contractor shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this RFP or any resulting agreement prior to the commencement of said services. No employee of the Contractor shall be eligible to perform services, pursuant to this RFP or

resulting agreement if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

6. **SUB-CONTRACTORS.** The Contractor shall not retain, add, or replace any sub-contractor without the prior written approval of the City Manager, in response to a written request from the Contractor stating the reasons for any proposed substitution. Any approval of a sub-contractor by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-contractor from the Contractor to the City. The quality of services and acceptability to the City of the services performed by sub-contractors shall be the sole responsibility of the Contractor.

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APPENDIX B

MIAMI BEACH

Cost Proposal Form

2024-021-ND
Disaster Debris Monitoring Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the cost proposal form below represent the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

The hourly rates shall include all costs, including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices, and other incidentals.

Bidders must bid on all line items in Appendix B, Cost Proposal Form, in order to be considered for award.

	<u>POSITIONS</u>	<u>(A) HOURLY RATES</u>	<u>(B) EST. HOURS</u>	<u>(C) TOTAL (A x B = C)</u>
1.	Emergency Operations Manager	\$	112	\$
2.	Project Manager	\$	112	\$
3.	Data Manager	\$	40	\$
4.	Cost Recovery Specialist	\$	40	\$
5.	Field Supervisors	\$	336	\$
6.	Fixed Site Monitors	\$	840	\$
7.	Billing/Invoice Analysts	\$	40	\$
8.	Administrative Assistants	\$	40	\$
9.	Field Monitors	\$	4,200	\$
GRAND TOTAL (Items 1-9)¹				\$

¹ The Grand Total shall be utilized to allocate Cost Points in the Evaluation of Proposals

APPENDIX C

MIAMI BEACH

Insurance Requirements

2024-021-ND

Disaster Debris Monitoring Services

1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

DRAFT

MIAMI BEACH

INSURANCE REQUIREMENTS

The Contractor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and

endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

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APPENDIX D

MIAMI BEACH

Consultant Service Order

2024-021-ND

Disaster Debris Monitoring Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E

MIAMI BEACH

Citywide Procedure No. 16.06 Procurement Requirements for Federally Funded Grants and Projects

2024-021-ND

Disaster Debris Monitoring Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139