MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: February 21, 2024

SUBJECT: REQUEST FOR APPROVAL TO ISSUE REQUEST FOR PROPOSALS (RFP) 2024-060-DF FOR WATERWAY CLEANUP AND DEBRIS REMOVAL.

RECOMMENDATION

It is recommended that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the issuance of Request for Proposals (RFP) 2024-060-DF waterway cleanup and debris removal.

BACKGROUND/HISTORY

Miami Beach is surrounded by over 60 miles of waterways that provide environmental, economic, and recreational benefits and are one of the City's most valuable resources. The cleanliness of the waterways is vital to improving water quality, protecting aquatic habitat, and maintaining quality of life. As such, the City requires routine waterway cleanup and debris removal services for the removal of submerged, floating, and shoreline debris to maintain cleanliness, as well as an option for emergency services should the City need to recover from a weather-related emergency (e.g., hurricane).

On May 21, 2019, the Mayor and City Commission approved the award of contract RFP 2019-067-WG for waterway cleanup and debris removal. The agreement was signed on July 26, 2019 with a contract term of two (2) years with the City option to renew for three (3) additional one (1) year periods, currently scheduled to expire July 25, 2024.

ANALYSIS

Through this RFP the City is soliciting proposals for both routine and emergency clean-up for the City's waterways. The services performed to the waterways shall be in accordance with all City, State, County, and Federal regulations. Such services shall be on an ongoing basis, as requested by the Environment and Sustainability Department Project Manager or designee.

A detailed scope of services is included in the attached draft RFP. Following the receipt of proposals, an Evaluation Committee will review proposals in accordance with the criteria established in the RFP.

SUPPORTING SURVEY DATA

According to a 2022 Community Satisfaction Survey conducted by ETC Institute, among the

top six (6) City services most important to residents include the cleanliness of the City's canals and waterways at (26.8%). In order to maintain the City's world-class environment, it is imperative that these services are obtained for both wildlife and surrounding natural resources.

FINANCIAL INFORMATION

The City's estimated yearly expenditure for routine services for this contract is $139,000.00. All future expenditures shall be contingent upon commission budgetary approval.

Amount(s)/Account(s):

AMOUNTS/ACCOUNTS

435-0430-000312-29-413-511-00-00-00-	$231,000.00
	$231,000.00

CONCLUSION

It is recommended that the Mayor and Commission of the City of Miami Beach, Florida, authorize the issuance of RFP 2024-060-DF waterway cleanup and debris removal.

Was Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?	Does this item utilize G.O. Bond Funds?
Yes	No

Strategic Connection

Environment & Infrastructure - Work regionally and nationally to protect Biscayne Bay water quality and to maintain a healthy dune and beach system.

Legislative Tracking

Environment and Sustainability/Procurement

ATTACHMENTS:

Description

- RFP 2024-060-DF DRAFT FINAL

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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. BACKGROUND.
On May 21, 2019, the Mayor and City Commission approved the award of contract RFP 2019-067-WG for waterway cleanup and debris removal. The agreement was signed on July 26, 2019 with a contract term of two (2) years with the City option to renew for three (3) additional one (1) year periods, currently scheduled to expire July 25, 2024. The City's estimated yearly expenditure for this contract is $139,000.00.

3. PURPOSE.
Miami Beach is surrounded by over 60 miles of waterways that provide environmental, economic, and recreational benefits and are one of the City's most valuable resources. The cleanliness of the waterways is vital to improving water quality, protecting aquatic habitat, and maintaining quality of life. As such, the City requires both routine and emergency waterway cleanup and debris removal services for the removal of submerged, floating, and shoreline debris to maintain cleanliness. To maintain the required level of cleanliness, the City is in need of routine and emergency waterway cleanup and debris removal services as outlined herein for all of the City's waterways which are defined as the waters within 1,000 feet from the shoreline incorporated by the City, including but not limited to Tatum Waterway, Normandy Waterway, Biscayne Point, Biscayne Waterway, Surprise Lake, Surprise Waterway, Flamingo Waterway, Sunset Lake, Sunset Islands Canals, Indian Creek Waterway, Lake Pancoast, and the Collins Canal.

Through this RFP the City is soliciting proposals for both routine and emergency clean-up for the City's waterways. The services performed to the waterways shall be in accordance with all City, State, County, and Federal regulations. Such services shall be on an ongoing basis, as requested by the Environment and Sustainability Department Project Manager or his/her designee. The Project Manager or his/her designee may also request additional services pursuant to A5. Special Conditions No. 4 of Appendix A. Emergency clean-up is identified as those services needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until such time as a need arises. Additionally, under an emergency service activation all Federal Emergency Management Agency (FEMA) will apply and must be adhered to.

The services performed to the waterways shall be in accordance with all City, State, County, and Federal regulations. The City's Living Wage requirements, pursuant to Section 2-408 of the City Code, for employees of the successful contractor are a requirement of this RFP and the resulting agreement, for routine maintenance (Group I) only. Uniform Guidance Procurement Standards 2 CFR 200.317-200.326 attached as Appendix I, will apply to emergency services.

3.1 INTERESTED PARTIES. Interested parties are invited to submit proposals in accordance with Section 0300. A Pre-proposal conference will be held in accordance with Section 0100, Sub-sections 4 and 6. All proposals will be evaluated in accordance with the criteria found in Section 0400.

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

RFP Issued	February 2, 2024
Pre-Proposal Meeting	February 8, 2024
Deadline for Receipt of Questions	February 21, 2024 at 5:00 pm ET
Responses Due	March 4, 2024
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact:	Telephone:	E-mail:
Danny Flores	305-673-7000, Ext. 26652	dannyflores@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 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

6. 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: 916 525 649#

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

7. 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.

8. 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

ensuring that all applicable provisions of the City's Cone 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

9. 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).

10. 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.

11. 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.

12. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Bidder. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder 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.

13. 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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14. PERISCOPE S2G (FORMERLY BIDSYNC). 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.

15. 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

16. 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/.

17. 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.

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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/

GRANTS AND FEDERAL REQUIREMENTS. By virtue of submitting a bid in response to this solicitation, Bidder agrees to be bound by and in compliance with the Contract Provisions for Federal Awards (dated August 20, 2020), incorporated herein, which may be found at the following link: 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 e-mail 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 (Tab 5).

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
1.1 Cover Letter and Table of Contents. The cover letter must indicate Bidder and Bidder Primary Contact for the purposes of this solicitation. **1.2 Minimum Qualifications Requirements.** Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix A, Minimum Requirements and Specifications.	

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TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm 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 or any principal, the following is required: project description, agency name, agency contact, contact telephone & e-mail, 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 Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. 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 Scope of Services Proposed

Submit detailed information addressing how Bidder will achieve the following portions of the scope of services and technical requirements outlined in Appendix A, Minimum Requirements and Specifications, which includes but is not limited to:

1. **Performance Standards.** The Bidder shall provide all equipment and required resources necessary to meet the City's standards and criteria based on the **"Cleanliness Index," included herein as Appendix E**

2. **Safety Measures.** Refer to Appendix A. Minimum Requirements and Specifications

3. **Waste Disposal.** The Contractor shall be responsible for the proper disposal of all litter and debris that is collected in accordance with all City, State, County and Federal regulations.

4. **Reports.** Refer to Appendix A. Minimum Requirements and Specifications

5. **Safety Measures.** Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public

6. **Manatee Alert.** The Contractor is alerted that manatees could be present in the canals. The Contractor shall protect the manatee.

7. **Contractor's Damages.** Protection of Adjacent Property and Utilities: The Bidder shall perform the work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage caused by its operations.

8. **Complaints.** Residents will occasionally have requests or complaints related to waterway cleanliness.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

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TAB 4 Approach and Methodology

Submit detailed information on how Bidder plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to:

4.1.1 Routine Maintenance Operational Plan

1. Provide a list of all equipment to be utilized for the removal of but not limited to the following tasks. The equipment list proposed may be verified by City staff during the evaluation period. If deemed necessary by the City, a site visit will be conducted. Any watercraft owned or controlled by the Bidder that will be used in providing the specified services will be required to be in full compliance with U.S. Coast Guard regulations for the specific vessel proposed.

    - Equipment for small debris collection (i.e. plastic bags, plastic bottles, and other similar items); and
    - Equipment for large debris collection (i.e. broken docks, pilings, and turbidity curtains); and
    - Equipment for submerged debris collection (i.e. shopping carts, tires, cones, and buckets) from the City's waterways.

2. Describe the means and methods proposed to be utilized, including: plans, procedures, deployment site, storage and personnel.
3. Describe the procedures for waste disposal, including detailed plan for off-site disposal of all debris collected and any staging areas that may be necessary to store the equipment to perform the services required.
4. Describe proposed operation schedule and how call backs will be addressed.
5. Describe Bidders plan to ensure the safety of all stakeholders involved, including employees, residents and other vessels in the adjacent areas.
6. Describe the Bidder's comprehensive global positioning system (GPS) mapping system capabilities in accessing comprehensive mapping system online and/or via mobile applications for Android and iOS platforms, accessing route maps, history, pictures, and data sharing and/or downloading.

4.1.2 Emergency Response Operational Plan - Provide a detailed operational plan for emergency response services, including addressing hurricane debris (i.e. broken docks, piling, turbidity curtains, and downed trees).

1. Provide a list of all equipment to be utilized for the removal of disaster related vegetative and construction and other debris (as defined in Appendix A).
2. Describe the means and methods proposed to be utilized, including: plans, procedures, deployment site, storage and personnel.
3. Describe the procedures for waste disposal, including detailed plan for off-site disposal of all debris collected and any staging areas that may be necessary to store the equipment to perform the services required.
4. Describe Bidders plan to ensure the safety of all stakeholders involved, including employees, residents and other vessels in the adjacent areas.
5. Describe how work will be completed within all FEMA regulations.

4.1.3 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.

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TAB 5	Cost Proposal
Submit a completed Cost Proposal Form (Appendix B). **Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his 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 0400.**	

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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 12; 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)	**Maximum Points**
Experience & Qualifications (Tab 2)	40
Scope of Services (Tab 3)	20
Approach & Methodology (Tab 4)	20
TOTAL AVAILABLE POINTS for Qualitative Criteria	**80**
Quantitative Criteria (Points Assigned by Procurement Department)	**Maximum Points**
COST PROPOSAL	20
Veteran's Preference Points	5
TOTAL AVAILABLE POINTS for Quantitative Criteria	25
TOTAL AVAILABLE POINTS for Qualitative and Quantitative	**105**

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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. The Evaluation Committee shall not consider Quantitative factors. 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 X 20 = 20**	20
Vendor B	$150.00	20	**$100 / $150 X 20 = 13**	13
Vendor C	$200.00	20	**$100 / $200 X 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.

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APPENDIX A

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Minimum Requirements & Specifications

2024-060-DF
Waterway Cleanup and Debris Removal

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

A1. Minimum Eligibility Requirements. (Not used)

A2. General Statement of Work.

Miami Beach is surrounded by over 60 miles of waterways that provide environmental, economic and recreational benefits and are one of the City's most valuable resources. These waterways, which include Biscayne Bay, Indian Creek and Collins Canal, are highly visible from abutting residential, commercial and recreational properties, as well as roadways. The cleanliness of the waterways is vital to improving water quality, protecting aquatic habitat, and maintaining quality of life. As such, the City requires routine and emergency cleanup and debris removal services of waterways which include the removal of submerged, floating and shoreline debris to maintain a certain level of cleanliness. This would include the removal of inorganic materials and larger organic materials (i.e. tree limbs, palm fronds, etc.). The work required shall include waterway cleaning services for under both routine and emergency conditions. The work is categorized as follows.

- Routine Services. Routine services means regularly scheduled services necessary to maintain clean waterways and shall be based on a regular monthly basis in compliance with the requirements established herein. Additional day(s) or spot run(s) may be required from time to time.

- Emergency Services. Emergency Services means work that is required in response to a natural or other disaster and shall be based on an as needed basis (daily rate) plus a fee for the collection and disposal of vegetative and other debris. Other debris may include construction & demolition (C & D), as defined by FEMA, that results from storm or disaster damage, as well as any other debris not classified as vegetative debris.

A3. Specifications.

GENERAL REQUIREMENTS FOR ALL WORK.

The following apply to all work resulting from this solicitation, including Group 1 (Routine Services) and Group 2 (Emergency Services).

- The City's waterways are comprised of Outstanding Florida Waters within the Biscayne Bay Aquatic Preserve, including Biscayne Bay west of the barrier islands and a system of interconnected, tidally-influenced canals that weave through the City.
- The City of Miami Beach waterways are defined as the waters within a 1,000 foot buffer from the shoreline of any land incorporated by the City.
- The areas of service as indicated in Appendix D, Waterways Area Map (attached), are general reference areas to be maintained, including but not limited to: Tatum Waterway, Normandy Waterway, Biscayne Point, Biscayne Waterway, Surprise Lake, Surprise Waterway, Flamingo Waterway, Sunset Lake, Sunset Islands Canals, Indian Creek Waterway, Lake Pancoast, and the Collins Canal. Waters of the Atlantic Ocean east of Miami Beach are not to be serviced. Bidders are to refer to Attachment D for assignment of NORTH and SOUTH areas.
- Many of the City's waterways are crossed by low vehicular and pedestrian bridges.
- The City has one public boat ramp on the north end of Maurice Gibb Park, 18th Street & Purdy Ave Miami Beach, FL 33139.
- Water levels and flows within the waterways fluctuate according to tidal movement, currents, and wind patterns.

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- Debris enters the City's waterways directly from the urban environment, through run-off from the stormwater system, and from the bay during incoming tides.
- After large storm events, vegetation, litter and other floating debris accumulate in high density throughout the City's waterways.
- Seasonal wind patterns and changes in the tidal currents can cause additional vegetation, litter, and debris to concentrate throughout the City's waterways.
- Shoreline accumulation of trash, particularly along mangrove areas, is common and includes palm fronds, discarded landscape cuttings, small floatables (i.e., plastic bottles, plastic bags, polystyrene), and large debris.
- Floating mats of vegetation and litter accumulate along docks, seawalls, and other areas where water patterns and the shoreline configuration disrupt the flow of suspended debris.
- Large objects such as shopping carts, chairs, tires, damaged boats and other unwanted items continually find their way into and become submerged within the City's waterways.
- Occasionally, the City receives time-sensitive requests to remove and dispose of dead animals and navigational hazards from the waterways.
- Other notable conditions along the waterways include illegal dumping; vagrant camps underneath City bridges and along shorelines; dilapidated docks and seawalls in need of repair and piles of construction debris left at the water's edge.
- The City may choose to implement floating debris interception devices to collect floating debris. The contractor may be tasked with emptying such devices during days of service.
- Known waterway hot spots include, but are not limited to:
    - Collins between 23rd and 24th Street
    - North Shore Drive between South Shore Drive and Marseille Drive
    - 85th Street between Crespi Blvd and Byron Avenue
    - Bridge on Waterway Drive between 80th and 81st Street
    - Dead end on 75th Street and Dickens Avenue
    - 73rd Street between Dickens Avenue and Wayne Street
    - Indian Creek Drive and 72nd Street
    - 77th Street bridge between Hawthorne Avenue and Tatum Waterway
    - 81st Street bridge between Noremac Avenue and Hawthorne Avenue.

3.1 Performance Standards. The Bidder shall provide all equipment and required resources necessary to meet the City's standards and criteria based on the **"Cleanliness Index," included herein as Appendix E**. Bidder shall provide both the removal of surface and submerged debris within the waterways, and shall be required to maintain an average assessment score of 2.0 or better for litter/trash for each quarter.

The Cleanliness Index defines a set of standards that the City uses to quantitatively measure cleanliness of the City's public areas. Public areas measured by this index include streets and sidewalks, parks, parking lots, beach areas, and waterways. Index assessments are conducted regularly to score these areas based on contributing factors. For waterways, scores are based on the cleanliness of the waterway and shoreline as well as presence of organic material. The departments responsible for managing each public area use the data generated by this program to determine what factors affect the cleanliness of an area and to direct cleanliness efforts where they are most needed.

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City departments review Cleanliness Index data on a quarterly basis, comparing it to the previous quarter and to the same quarter in previous years, to determine contract compliance and make program adjustments where appropriate.

The **Uniform Guidance Procurement Standards 2 CFR 200.317-200.326, referenced in Section 0200 – General Conditions**, shall apply to emergency events.

3.2 Waste Disposal. The Contractor shall be responsible for the proper disposal of all litter and debris that is collected in accordance with all City, State, County and Federal regulations. The Bidder shall provide the City with waste disposal (per cubic yard) receipts on a monthly basis with the invoices and monthly reports, as detailed in Section 3.3.

3.3 Reports. Bi-Monthly reports and disposal manifests shall be submitted to the City Administration. Each report shall include maps depicting Global Positioning System (GPS) locations serviced along with timestamps indicating the start and end time. Reports shall be completed using a designated report form and procedure provided by City staff. The report shall detail: general area of service addressed, each date of service, the total weight of debris removed for each, the location(s) serviced with GPS location and time stamps, a list of large and notable items removed, and pictures of large and notable items. The debris weight must match the disposal tickets from a landfill.

In addition, email communication is expected from the awarded Bidder to provide the City with information on the following: areas that should be dredged to improve navigation, dilapidated docks and seawalls (both public and private), large marine debris and abandoned vessels observed, and any other relevant information to improve the health of the City's waterways.

3.4. Uniforms. Bidder's employees will be attired in uniform with the name of the Bidder on the uniform.

3.5 Safety Measures. Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of Contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall use only equipment that is fully operational and in safe operating order. Successful Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

3.6 Contractor Responsibilities. The Bidder shall be responsible for providing labor, supervision, insurance, machinery and equipment, trucks and any other tools, equipment, accessories, and things necessary to meet the City's cleanliness standards and criteria in order to maintain an average assessment score of 2.0 (for Group 1 work) or better for litter for each quarter as set forth herein.

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3.7 Manatee Alert. The Contractor is alerted that manatees could be present in the canals. The Contractor shall protect the manatee. Specifically, operation shall be stopped when manatee is within one hundred fifty feet (150') of the work site.

3.8. Contractor's Damages. Protection of Adjacent Property and Utilities: The Bidder shall perform the work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage caused by its operations. The Bidder shall be cognizant of all utilities and shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the City any breakage or damage caused by its operation.

The Contractor shall review and abide by Florida State Statute Chapter 556, Underground Facility Damage Prevention and Safety, while performing the services listed in and related to this solicitation.

It shall be the Successful Bidder's responsibility to preserve the existing condition of the natural resources, waterways and surroundings, including but not limited to benthic and coastal flora and fauna (such as seagrass, mangroves, corals, etc.), bank of the waterways, bulkheads and seawalls, concrete sidewalk, curb, and/or gutter and pavement. Any damage done to the pavement or concrete due to the Successful Bidder's failure to comply with the requirements of this Contract, or failure to exercise responsible care in the performance of the work, shall be repaired at the Successful Bidder's expense.

Any damages to natural resources shall be mitigated to the Division of Environmental Resources Management's (DERM) and City's satisfaction, by the Contractor and at the Successful Bidder's expense.

The Contractor shall use shallow draft boats, vessels or other equipment to collect debris in shallow areas. The minimum depth of water for operation in water should be at least one (1) foot. In case of water depth less than one (1) foot, the Contractor shall use appropriate equipment to collect the debris from land. For shallow areas, the clean-up work shall be restricted to high tide period in order to protect natural resources.

3.9. Performance Control. The Contractor's performance of this Contract shall be assessed by City staff. The Bidder must maintain an average assessment score of 2.0 or better for litter for each quarter. If at any time during the life of the Contract, performance is considered unsatisfactory (an average assessment less than 2.0 for litter), the City Manager or his designee, shall inform the Bidder of the deficiency in work.

Should the Bidder fail to maintain an average assessment score of 2.0 or better for litter for each quarter, a warning notice will be given to the Contractor. Bidder will only be allowed one warning notice per contract period. During the lifetime of the contract, the Bidder will pay the City a sum of $500 for the second notice, $750 for the third, and $1,000 for the fourth notice of non-compliance. After the fourth notice, the City may, at its discretion, elect to terminate the contract for repeated non-compliance.

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3.10. Assessment Areas and Frequencies. City departments have reviewed and agreed to use the cleanliness index to conduct assessments internally and be scored on a regular basis. The frequency of assessments is based on a statistically valid sample facilitated by the Office of Organization Development Performance Initiative (ODPI) on an annual basis.

The areas to be assessed and the frequency of the assessments are specific to each of the public areas. Public areas are currently assessed at different times of the day and at different days of the week.

3.11. Complaints. Residents will occasionally have requests or complaints related to waterway cleanliness. These requests and complaints must be addressed within a business day after its receipt. At times, these complaints will be conveyed in the field. All complaints received directly by the Bidder shall be routed through the City before any action is taken. Complaints received by the City will be transmitted by the Environmental and Sustainability Department Project Manager to the Contractor. The awarded Bidder shall provide written confirmation to the Project Manager that the complaint/request has been addressed by close of business day of the following business day.

In addition, the Bidder shall be available to address requests, blockages of navigation, and/or issues related to seasonal conditions or significant storm events. All such issues shall be addressed by the Bidder no later than the next business day.

In the event that the Bidder does not address the requests within the allotted time, they shall be responsible to reimburse any fees incurred by the City to address the request and/ or complaint.

3.12. Response Time. For Group 1 work, failure to respond to a service call later than the next business day will result in the Contractor paying any and all costs associated with the services. For Group 2 work, response time will be mutually agreed upon.

3.13 Rates/Fees. The rates quoted shall be inclusive for full compensation of labor, equipment use, travel time, fuel, and any other cost to the bidder for providing waterway maintenance services for North Beach (approximately 1,492 acres) and South Beach (approximately 1,440 acres) as subdivided in Appendix G, Waterways Area Map. Monthly rates are specified as follows. Additional Day or Spot Runs are at the City's discretion.

3.13.1 For Group 1 work the following shall apply:

Monthly Service Rate – Monthly rate includes a minimum of three (3) service days per week for all waterways which is inclusive of North and South Beach. Refer to Sections 3.14 and 3.15, Schedule and Frequency, respectively, for the City's intended frequency and schedule for all waterways.

Additional Day Rate- Daily rate for services is to be provided outside of normal scheduled operations, of more than four (4) hours at the request of the City, which may include shoreline maintenance. Services provided must be previously authorized in writing by the Project Manager.

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Spot Run Flat Fee- Spot run flat fee is for service provided to waterways at the request of the City, of no more than four (4) hours, on days where waterways have already been serviced. Services provided must be previously authorized in writing by the Project Manager.

3.14. Schedule. Group 1 waterway maintenance services must be performed between the hours of 8:00 AM to 5:00 PM, Monday through Friday, and no less than three (3) service days per week. GPS maps with route and timestamps indicating start and end time for service provided shall adhere to the schedule. Group 2 schedules will be mutually agreed upon at the time of need.

In the event of non-compliance with the agreed upon contract schedule, resulting from adverse environmental conditions, mechanical breakdown, or other unavoidable circumstances, the Contractor shall be required to notify the Environment and Sustainability Department Project Manager by phone or email immediately. Any variance to the schedule must be authorized by the Project Manager in writing prior to the requested change.

3.15. Recommended Frequency for Group 1. Unless otherwise specified by the City, within a 24 hour notice, the frequency for service to both North and South waterways shall be on an alternating basis as follows:

Week	Monday	Wednesday	Friday
1	North	South	North
2	South	North	South
3	North	South	North
4	South	North	South

Any variance to the frequency of service must be authorized by the Project Manager in writing prior to the change.

A4. Emergencies.

EMERGENCY SERVICES (GROUP 2).

On occasions, the City may request additional work which may include a disaster, such as a hurricane response. The City reserves the right to exercise its discretion in making the determination as to what time the contract will be activated. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH FEMA REGULATIONS AND APPLICABLE ENVIRONMENTAL REQUIREMENTS. All emergency work shall be in compliance with FEMA Policy 9523.5 – Debris Removal from Waterways.

Upon notification by the City of Miami Beach, the contractor will provide immediate emergency response to remove obstructions impeding water flow, movement, and navigation. This will generally take place within 72 hours after a severe weather event.

The first response work will focus on clearing blockages of water flow and navigational hazards. The objective is to remove waterway debris within the first seven (7) days in the aftermath of a disaster. The contractor will be responsible for the disposal of the waterway debris. All obstructions to

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navigation and/or flow shall be removed by methods including, but not limited to, sawing, cabling, winching, lifting or dragging.

Removal of all trees, branches, or other hazards that are leaning into and obstructing the waterway or areas above the waterway. This includes the removal of trees on public property that are in danger of falling over as instructed by City staff.

A5. Special Conditions

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of three (3) years.

2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) two-year renewal term or two (2) one-year renewal terms 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.

3. **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.

4. **ADDITIONAL SERVICES.** The City, through its City Manager or his/her designee, may request additional work related to the scope of work subject to successful negotiations and mutual consent of the contracting parties, and approval by the City Manager. The costs and expenses will be submitted to the City Manager for approval in a cost proposal by the Contractor. The added, or deleted, scope of work shall be made part of the existing agreement by an executed amendment.

5. **PROTECTION OF PROPERTY.** The successful contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the successful contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the successful contractor, its employees, or agents.

6. **LICENSES, PERMITS, AND FEES.** The contractor shall obtain and pay for all licenses, permits, and inspection fees required for this project; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and or fines imposed on the City or the contractor for failure to obtain required licenses, permits, or fines shall be borne by the contractor.

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7. **EXAMINATION OF SITE RECOMMENDED.** Prior to submitting its offer, it is advisable that the contractor visit the site of the proposed locations and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials, and or labor required. The contractor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

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APPENDIX B

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Cost Proposal Form

2024-060-DF
Waterway Cleanup and Debris Removal

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

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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, including but not limited to the payment of living wage rates, 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.

GROUP 1 – ROUTINE WATERWAY CLEANUP SERVICES - Appendix A – A3. Specifications				
Item	Description	Estimated Quantity (a)	Unit Cost (b)	Total (c) (Quantity x Unit Cost) (a x b) = c
1.1	Monthly Service Rate for Waterway Maintenance- North	12 months	$ Monthly	$
1.2	Monthly Service Rate for Waterway Maintenance- South	12 months	$ Monthly	$
1.3	Additional Day Rate	10 days	$ Daily	$
1.4	Spot Run Flat Fee	5 runs	$ Run	$
			TOTAL GROUP 1 (Total 1.1 through 1.4)	**$**

GROUP 2 – EMERGENCY SERVICES - Appendix A – A4. Emergencies				
Item	Description	Estimated Quantity (a)	Unit Cost (b)	Total (c) (Quantity x Unit Cost) (a x b) = c
2.1	Emergency Response Daily Rate	10 days	$ Daily	$
2.2	Collection and Disposal of Vegetative Debris	15,000 cubic yards	$ CubicYard	$
2.3	Collection and Disposal of Other Debris	5,000 cubic yards	$ CubicYard	$
			TOTAL GROUP 2 (Total 2.1 through 2.3)	**$**

TOTAL COST FOR GROUPS 1 AND 2 The Total Cost for Groups 1 and 2 shall be utilized to allocate Cost Points in the Evaluation of Proposals.	**$**

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APPENDIX C

MIAMIBEACH

Insurance Requirements

2024-060-DF
Waterway Cleanup and Debris Removal

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

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TYPE 2 - GOODS, SERVICES & MAINTENANCE
INSURANCE REQUIREMENTS

The vendor 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. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor 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 vendor 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.

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 Vendor 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 Vendor'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 – Vendor 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 – Vendor 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 Vendor's obligation to provide them. The City reserves the right to require complete, certified copies

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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 vendor of his liability and obligation under this section or under any other section of this agreement.

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APPENDIX D

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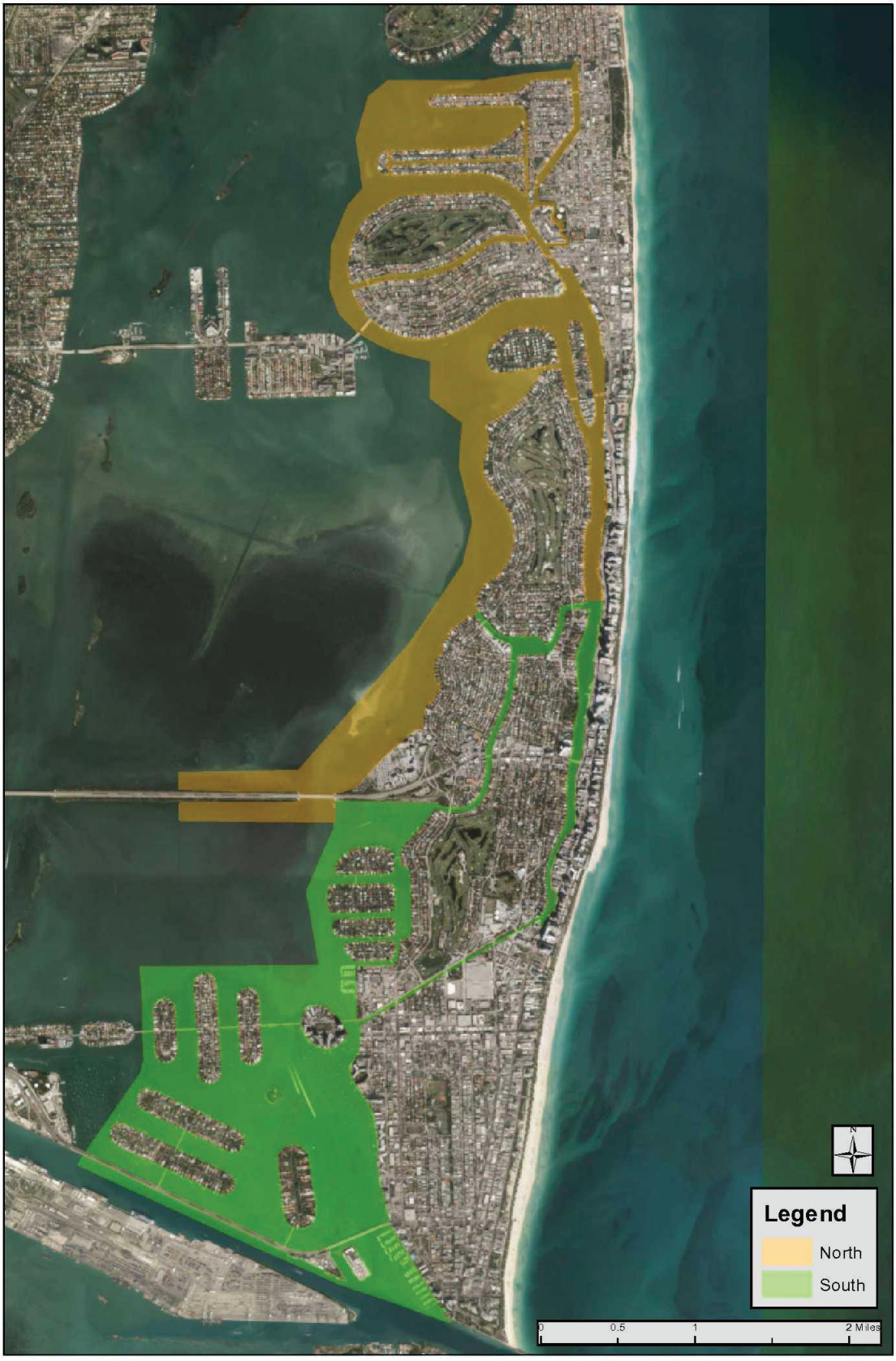
Waterways Area Map

2024-060-DF
Waterway Cleanup and Debris Removal

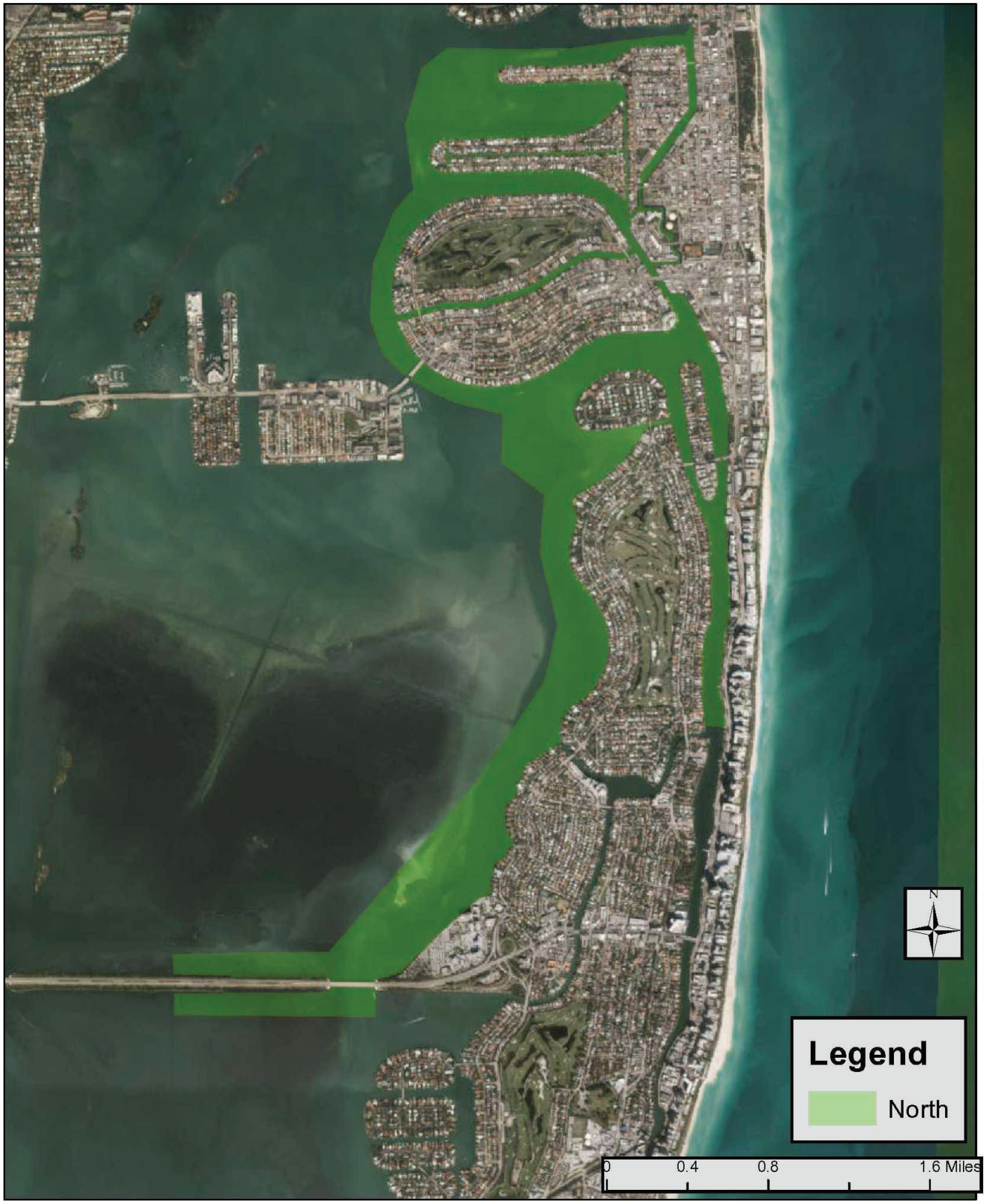
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Miami Beach, Florida 33139

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Miami Beach Waterways



Miami Beach Waterways (North)



Miami Beach Waterways (South)



APPENDIX E

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Cleanliness Index

2024-060-DF
Waterway Cleanup and Debris Removal

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

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	Litter/Trash	Organic Materials
1 Extremely Clean	▪ **No litter** and/or debris **floating** on or in the water and up to the high tide watermark. No signs of floating liquid. ▪ **No extra-large pieces of litter**, such as tires, grocery carts, etc. ▪ **No smell** is being emitted.	▪ **No or isolated instances** of **small fresh** organic material. ▪ **No large organic material**, such as tree limbs or palm fronds in the water and up to the high tide watermark.
2 Clean	▪ **Isolated pieces** of litter floating on or in the entire area of water and up to the high tide watermark. **No signs of floating liquid.** ▪ **No extra-large pieces of litter**, such as tires, grocery carts, etc. ▪ **No smell** is being emitted.	▪ **Less than 10% of about a 20 sq. foot area** of water and up to the high tide watermark is covered by organic material, but occurring in no more than 10% of the entire water area. If occurring in **more than 10% of the entire water area up to the high tide watermark, then add 1 point.** ▪ **No large organic material**, such as tree limbs or palm fronds in the water and up to the high tide watermark.
3 Somewhat Clean	▪ **Small amount of litter including floating liquids**, such as oil. This **includes litter floating on the water** or in the water and up to the high tide watermark. **More than two pieces of litter** and less than 5% of about a 20 sq. foot area of water up to the high tide watermark are covered by the litter, but occurring in no more than 10% of the entire water area up to the high tide watermark being assessed. ▪ **If the litter** density is occurring between **10-25% of the water area** up to the high tide watermark, then **add 1 point** from the rating scale. ▪ **If the litter** density is occurring **more than 25%** of the water area up to the high tide watermark, then add 2 points from the rating scale. ▪ **No extra-large pieces of litter**, such as tires, grocery carts, etc. ▪ **No smell** is being emitted.	▪ Between **10% - 30%** of about a 20 sq. foot area of water and up to the high tide watermark is **covered by organic material**, but occurring in no more than 10% of the entire water area. If **occurring in more than 10%** of the entire water area up to the high tide watermark, **then add 1 point.** ▪ Between **1 and 3 pieces of large organic material**, such as tree limbs or palm fronds in the water and up to the high tide watermark.
4 Somewhat Dirty	▪ **Small to moderate amounts of litter, including floating liquids**, such as oil. This includes the litter floating on the water or in the water and up to the high tide watermark. Between **5% and 10%** of about a 20 sq. foot area of water up to the high tide watermark is **covered by litter**, but occurring in no more than 10% of the entire water area being assessed. ▪ **If the litter** density is occurring between **10-25%** of the water area up to the high tide watermark, then **add 1 point** to the rating scale. ▪ **If the litter** density is occurring **more than 25%** of the water area up to the high tide watermark, **then add 2 points** from the rating scale. ▪ **No extra-large pieces of litter**, such as tires, grocery carts, etc. ▪ **Slight unnatural or foul smell** is being emitted.	▪ Between **30% - 50%** of about a 20 sq. foot area of water and up to the high tide watermark is **covered by organic material**, but occurring in no more than 10% of the entire water area up to the high tide watermark. **If occurring in more than 10%** of the entire water up to the high tide watermark, **then add 1 point.** ▪ Between **4 and 10 pieces of large organic material**, such as tree limbs or palm fronds in the water and up to the high tide watermark.
5 Dirty	▪ **Consistent accumulation of trash** including **floating liquids** such as oil. This includes litter floating on the water or in the water and up to high tide watermark. Between **10% and 25%** of about 20 sq. foot area of water up to the high tide watermark is **covered by litter**, but occurring in no more than 10% of the entire water area up to the high tide watermark being assessed. ▪ If the litter density is occurring **between 10-25%** of the water area up to the high tide watermark, then **add 1 point** to the rating scale. ▪ **One extra-large piece of litter**, such as a tire, a grocery cart, etc. ▪ **Strong unnatural or foul smell** is being emitted.	▪ **Over 50%** of about a 20 sq. foot area of water and up to the high tide watermark are **covered by organic material**, but occurring in no more than 10% of the entire water area up to the high tide watermark. If occurring in **more than 10%** of the entire water area up to the high tide watermark, then add 1 point. ▪ **Over 10 pieces of large organic material**, such as tree limbs or palm fronds in the water and up to the high tide watermark.
6 Extremely Dirty	▪ **Large accumulation of litter and trash** including **floating liquids**, such as oil. **Over 25%** of about a 20 sq. foot area of water up to the high tide watermark are covered by litter. This includes litter floating on the water or in the water and up to the high tide watermark. There may be evidence of **illegal dumping**. ▪ **Two or more extra-large pieces of litter**, such as tires, grocery carts, etc. ▪ **Very strong unnatural or foul smell** is being emitted.	▪ **90-100%** of about 20 sq. foot area of the water and up to the high tide watermark is **covered by organic material.**

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