

REQUEST FOR PROPOSALS (RFP)

Disaster Recovery Services

2017-148-JC

DRAFT

RFP ISSUANCE DATE: JULY 27, 2017

PROPOSALS DUE: SEPTEMBER 11, 2017 @ 3:00 PM

ISSUED BY:

MIAMI BEACH

Jason Crouch, Procurement Contracting Officer
DEPARTMENT OF PROCUREMENT MANAGEMENT
1755 Meridian Ave, 3rd Floor, Miami Beach, FL 33139
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MIAMI BEACH

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SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers 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 Proposers and, subsequently, the successful Proposer(s) (the “contractor[s]”) if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City of Miami Beach is seeking proposals from qualified disaster recovery contractors to provide technical expertise and guidance, to support the City during emergency recovery efforts following declared disaster event(s). Such services includes, but is not limited to the following: vegetative debris removal, construction and demolition removal (C&D), road clearance, staging, disposal, hazardous waste removal, labor, supervision, equipment, materials, facilities, power, communications, and other services and supplies necessary for, or incidental to, the performance of the debris removal and disposal services described herein. Because disaster events often result in significant quantities of disaster debris, which can pose a threat to life and property, the City has decided to procure, in advance of any disaster, a standby, pre-event contract for the removal, management, and disposal of disaster debris under the eligibility guidelines developed by the Federal Emergency Management Agency.

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

RFP Issued	July 27, 2017
Pre-Proposal Meeting	August 16, 2017 at 10:00 AM
Deadline for Receipt of Questions	September 1, 2017 at 5:00 PM
Responses Due	September 11, 2017 at 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	N/A
Tentative Commission Approval Authorizing Negotiations	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:
Jason Crouch

Telephone:
305-673-7000 x6694

Email:
jasoncrouch@miamibeachfl.gov

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 Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach
Procurement Department, 3rd Floor
1755 Meridian Ave
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

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

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers 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 *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* 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 proposers 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. Proposers 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

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373

- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. NOT USED.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

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

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.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers 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.

21. Postponement/Cancellation/Acceptance/Rejection. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer 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 Proposer 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 Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will

be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

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- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer

expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

46. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion,

may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

48. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

49. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. 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 sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements
<p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p> <p>1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.</p> <p>1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.</p>	
TAB 2	Experience & Qualifications
<p>2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of 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 Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.</p> <p>2.2 Qualifications of Proposer 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.</p> <ul style="list-style-type: none"> • Provide a listing of in-house personnel to be used on the project and their qualifications for performing, managing, directing or documenting disaster debris removal work. A resume including education, experience, licenses and any other pertinent information shall be included for each team member. <p>2.3 Financial Capacity. Each Proposer shall arrange, at the request of the City, for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:</p>	

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeid=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 Approach and Methodology

Submit detailed information on how proposer plans to accomplish the required scope of services, including detailed information which addresses, but need not be limited to: disaster mobilization plan, subcontractor resources, project timeline, phasing and staging considerations, and risk mitigation for assuring project is managed according to the needs of the City and its Disaster Management Plan (DMP). The following shall be included in the proposal response:

- 3.1 The proposer’s approach to subcontracting work, including but not limited to the respondent’s processes for selecting and training subcontractors to manage disaster events.
- 3.2 A detailed plan for operating debris management sites for the City of Miami Beach, addressing any applicable State and Federal laws and regulations.
- 3.3 A detailed plan for disaster debris removal operations, to include proposer’s approach to mobilization, a proposed schedule/timeline for operations, safety procedures, and project management approach.
- 3.4 Proposer’s experience on past disaster projects in identifying and maximizing opportunities to recycle or reuse debris generated by a disaster event(s), with attention to how such opportunities would be implemented for the City of Miami Beach.
- 3.5 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.

TAB 4 Cost Proposal

Submit a completed Cost Proposal Form (Appendix E).

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer 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).

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SECTION 0400 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. 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. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria		Maximum Points
Proposer Experience and Qualifications, including Financial Capability		40
Approach and Methodology		35
TOTAL AVAILABLE STEP 1 POINTS		75

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria		
Cost Proposal		25
Veterans Preference		5
TOTAL AVAILABLE STEP 2 POINTS		30

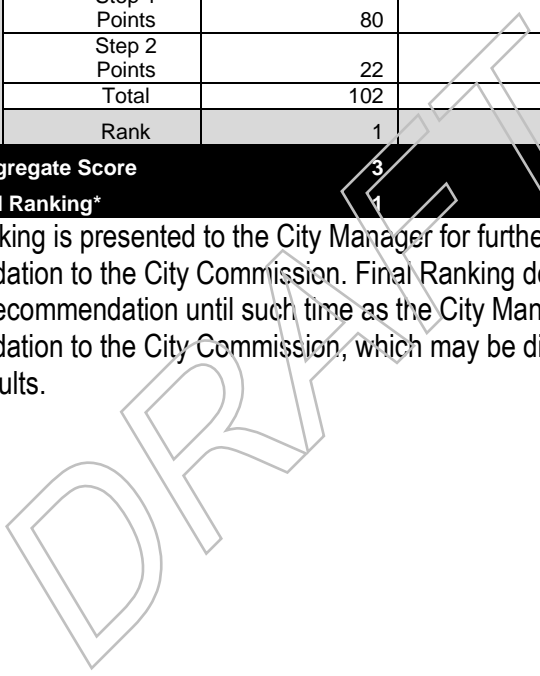
4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

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

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

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

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.



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APPENDIX A

MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

Disaster Recovery Services
2017-148-JC

PROCUREMENT DEPARTMENT
1755 MERIDIAN AVE, 3RD FLOOR
MIAMI BEACH, FLORIDA 33139

Solicitation No: 2017-148-JC	Solicitation Title: Disaster Recovery Services	
Procurement Contact: Jason Crouch	Tel: 305-673-7000 x6694	Email: jasoncrouch@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer 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 Proposer to perform in accordance with contract requirements.

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1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

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7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full-time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Beginning on December 1, 2016, the city shall not enter into a contract, resulting from a competitive solicitation issued pursuant to this article, with a business unless the business certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the city's Fair Chance Ordinance, set forth in article V of chapter 62 of this Code.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
 County of _____)
 of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20__, personally appeared before me _____ who

stated that (s)he is the _____

 Notary Public for the State of Florida
 My Commission Expires: _____.

APPENDIX B

MIAMI BEACH

“No Bid” Form

Disaster Recovery Services 2017-148-JC

PROCUREMENT DEPARTMENT
1755 MERIDIAN AVE, 3RD FLOOR
MIAMI BEACH, FLORIDA 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

Workload does not allow us to proposal

Insufficient time to respond

Specifications unclear or too restrictive

Unable to meet specifications

Unable to meet service requirements

Unable to meet insurance requirements

Do not offer this product/service

OTHER. (Please specify)

We do do not want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: Jason Crouch
PROPOSAL #2017-148-JC
1755 Meridian Ave, 3rd Floor
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Specifications

Disaster Recovery Services
2017-148-JC

PROCUREMENT DEPARTMENT
1755 MERIDIAN AVE, 3RD FLOOR
MIAMI BEACH, FLORIDA 33139

C1. MINIMUM ELIGIBILITY REQUIREMENTS

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Proposer must have a minimum of five (5) years of experience providing debris removal services, and shall demonstrate that it has performed at least three (3) debris removal projects, as prime contractor, during the past ten (10) years, on projects involving a minimum of 250,000 cubic yards of debris.

Required Submittals: For each client/project reference (minimum of 3), 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 removal services; 8) total cubic yards responsible

C2. STATEMENT OF WORK REQUIRED

The City of Miami Beach is seeking proposals from qualified disaster recovery contractors to provide technical expertise and guidance, to support the City during emergency recovery efforts following declared disaster event(s). Such services includes, but is not limited to the following: vegetative debris removal, construction and demolition removal (C&D), road clearance, staging, disposal, hazardous waste removal, labor, supervision, equipment, materials, facilities, power, communications, and other services and supplies necessary for, or incidental to, the performance of the debris removal and disposal services described herein. Because disaster events often result in significant quantities of disaster debris, which can pose a threat to life and property, the City has decided to procure, in advance of any disaster, a standby, pre-event contract for the removal, management, and disposal of disaster debris under the eligibility guidelines developed by the Federal Emergency Management Agency.

C3. TECHNICAL SPECIFICATIONS

3.1 Minimum Staffing Requirements.

Proposers must familiarize themselves with City's Debris Management Plan (to be provided at pre-proposal conference), including but not limited to the City's division of its geographic area into 18 work zones.

The Contractor must be able to expand or contract operations based on the size and nature of the disaster and in consultation with the City. However, in no event shall Contractor, without express written authorization from the City, deploy less than one (1) full debris removal crew in each of the 18 zones, capable of removing a minimum of 600 yards per day to the TDSR (see current FEMA guidance on crew equipment makeup). Contractor must provide all labor, equipment and materials required to complete any tasks under this contract.

3.2 Debris Removal and Management.

Contractor shall be responsible for the removal and proper management of disaster-related debris posing a threat to life or property. Contractor shall proceed under individual work authorizations approved by the City. Work shall be limited to eligible debris within the scope of work as defined by the RFP and by relevant FEMA guidelines and regulations.

3.3 Supervision by Successful Proposer.

Under the general oversight of the City, Contractor shall supervise and direct all of its work, workers, subcontractors, and equipment. Contractor is solely responsible for the means, methods, techniques, sequences, safety programs, and procedures utilized. Contractor shall employ and maintain on the work site a qualified Supervisor(s) who shall have full authority to act on behalf of Contractor, and all communications given to the supervisor in writing by the City shall be as binding as if given to Contractor.

3.4 Technical Assistance.

Contractor shall provide disaster recovery technical assistance to City's Administration. This service shall include documentation and management for the public assistance program, planning, training, and exercise development.

3.5 Quality Assurance.

Contractor shall provide sufficient supervision and programmatic controls to ensure compliance with procedural and regulatory standards established by FEMA, State of Florida, and the City of Miami Beach.

3.6 Emergency Road Clearance.

Contractor shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from primary roads as identified and directed by the City. The debris shall be stacked on the right-of-way to allow passage of vehicles along the primary transportation routes. To the extent permissible under controlling FEMA debris guidelines, this work shall be accomplished using the hourly labor and equipment rates provided in the Cost Proposal of this RFP.

3.7 Operation of Temporary Debris Storage and Reduction Sites ("TDSR").

The City currently has one site approved for use as a TDSR, which is leased through FDOT and is located at 2800 Meridian Avenue, Miami Beach, FL 33139. In the event an additional TDSR is required, the City of Miami Beach park located near the conjunction of I-195 and Alton Road may be used.

The Meridian Avenue site is currently permitted for use as a green waste facility. The Florida Department of Environmental Protection (DEP) has approved its use as a TDSR in prior tropical storms and hurricanes. The City makes available any TDSR to the Contractor at no charge; however, the Contractor is responsible for all TDSR operations (including preparation and maintenance of the TDSR prior to and during debris operations, maintaining daily logs, preparing site progress reports, and enforcing safety and permitting requirements during site operations) and Contractor shall be responsible for site closure to pre-use conditions in accordance with DEP requirements.

Contractor's preparation and maintenance of facilities includes maintenance of the TDSR entry and exit roads, and interior road(s) for the entire period of debris hauling. If necessary, Contractor shall provide for gravel/lime rock placement for TDSR roads that require stabilization for ingress and egress.

Payment for Contractor's operation, management, and closure of TDSR shall be a per-cubic-yard price based on the volume of unprocessed vegetative and C&D debris entering the TDSR.

3.8 Vegetative Debris Removal from Rights-of-Way (ROW) to TDSR within City Limits.

As directed by the City, Contractor shall load and haul all eligible vegetative debris from ROW to a TDSR within the City limits (see information above regarding approved and potential TDSR locations). This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Proposer under pay items below and placed on public property or ROW. Payment shall be on a per cubic yard basis.

3.9 Reduction of Vegetative Debris by Grinding at TDSR.

The Contractor may, at City's option, be required to reduce vegetative debris by grinding. Price shall be on a per cubic yard basis (volume prior to reduction).

3.10 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Central Transfer Station.

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at the TDSR to the Miami-Dade Central Transfer Station located at 1150 NW 20th Street in the City of Miami. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.11 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade North Dade Landfill.

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at the TDSR to the Miami-Dade North Dade Landfill located at 21500 NW 47 Avenue, Miami, FL 33055 in the City of Miami. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.12 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Resource Recovery Center.

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at the TDSR to the Miami-Dade Resource Recovery Center located at 6990 NW 97th Ave, Doral, FL. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.13 Vegetative Debris Removal from Rights-of-Way (ROW) directly to Final Disposal Location.

As directed by the City, and if a TDSR is not utilized, Contractor shall load and haul all eligible vegetative debris from ROW to final disposal to the facilities identified in line items 4 – 6. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.14 Removal of Hazardous Stumps.

Contractor shall remove hazardous stumps as identified and directed by the City. Stumps must measure greater than 24" in diameter (measured 2 feet from the ground). Stump removal shall include backfilling the void with appropriate fill material and hauling the stumps to the TDSR. Payment is for stump removal and backfill only. For hauling purposes, stumps will be converted to cubic yards measurement per current FEMA guidelines and hauled under appropriate line items for vegetative debris. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items.

3.15 Removal of Hazardous Hanging Limbs.

Contractor shall remove hazardous hanging limbs over 2" in diameter (measured as close as possible to the break) from trees on public property and ROW, as identified by the City. The City must identify and approve trees with eligible hazardous limbs prior to removal by the Proposer in order for this work to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be per tree. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under appropriate line items for loading, hauling, reduction and disposal of vegetative debris.

3.16 Removal of Hazardous Trees.

Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by the City. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup, removal and disposal under appropriate line items. The City must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis. In the event that the root ball of an eligible hazardous tree is more than 50% exposed, the removal, disposal and backfill of the stump will be performed and paid under the line item for Removal of Hazardous Stumps upon approval by City.

3.17 C & D Debris Removal from Rights-of-Way (ROW) to TDSR within City Limits.

As directed by the City, Contractor shall load and haul all eligible construction and demolition debris from ROW to a TDSR within the City limits (see information above regarding approved and potential TDSR locations).

3.18 C & D Removal from TDSR to Final Disposal Locations.

As directed by the City, Contractor shall load and haul all eligible C & D debris from ROW to final disposal to the facilities identified in line items 4 – 6. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.19 C & D Removal from Rights-of-Way (ROW) directly to Final Disposal Locations.

As directed by the City, Contractor shall load and haul all eligible C & D debris from ROW to final disposal to the facilities identified in line items 4 – 6. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.20 Sand Removal, Screening and Replacement (Beach Renourishment).

As directed by the City, Contractor shall screen sand to remove all eligible debris deposited by the event. This process includes the collection of debris laden sand, transporting the sand to the processing screen located in the beach, processing the debris-laden sand through the screen and returning the sand to the appropriate beach location as directed by City. Debris removed from the sand will be collected, hauled, and processed as ROW debris.

3.21 White Goods Requiring Freon Removal.

Contractor shall remove, transport, and recycle (or dispose of, at Contractor's discretion) all white goods that contain or use Freon, including but not limited to refrigerators, freezers, HVAC units, etc., from public property and ROW. Contractor shall be responsible for any disposal costs. Payment under this item will be per unit. White goods not containing Freon shall be loaded and hauled under applicable line items for C&D debris removal.

3.22 Freon Removal.

Contractor shall, as directed by the City, remove Freon from refrigerators, freezers, and HVAC units. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling. Payment under this item will be per each unit.

3.23 Hazardous Waste Removal and Transport.

As directed by City, Contractor shall remove and transport any Hazardous Waste identified by the City or its representative to the TDSR or other central collection site identified by the City. Contractor must follow all applicable local, state and federal laws and regulations in connection with this work. No disposal fee is to be included in this line item. To the extent practicable the Hazardous Waste will be segregated in the field

and hauled in concentrated loads. Payment under this item will be per pound.

3.24 Removal, Hauling, and Disposal of Dead Animal Carcasses.

The Contractor shall remove haul and dispose of dead animal carcasses as directed by the City. Disposal must be in accordance with federal, state, and local regulations.

3.25 Hauling Reduced Vegetative Debris to Alternative Sites.

Contractor may, at City's option, be required under this line item to load and haul vegetative debris that has been reduced by grinding at TDSR to alternative disposal locations determined by the City. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

C4. HOURLY LABOR AND EQUIPMENT RATES

Immediately following a disaster during the term of the contract, it may be necessary to perform emergency clearance of primary transportation routes as directed by the City. (Refer to City's Debris Management Plan.) Payment under this item, at City's option and subject to FEMA guidelines, may be on an hourly basis for manpower and equipment as listed in Group 6, Appendix E, Cost Proposal Form, and in accordance with the submittal instructions therein. This hourly work will only be conducted through the first 70 hours following a disaster unless otherwise agreed in writing.

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APPENDIX D

MIAMI BEACH

Special Conditions

Disaster Recovery Services
2017-148-JC

PROCUREMENT DEPARTMENT
1755 MERIDIAN AVE, 3RD FLOOR
MIAMI BEACH, FLORIDA 33139

1. TERM OF CONTRACT. Three (3) years.

2. OPTIONS TO RENEW. Option to renew is at the discretion of the City Manager for two (2) additional one (1) year periods.

3. PRICES. Not Applicable.

4. EXAMINATION OF FACILITIES. Not Applicable.

5. INDEMNIFICATION. The successful proposer will be required to Hold the City of Miami Beach Harmless, provide indemnification and defend the City of Miami Beach for any causes of action or lawsuits (which shall include payment of all monetary costs associated with the Litigation) that may be filed, and such indemnification, hold harmless and defense will be applicable as to any direct or indirect causes of action or lawsuit stemming from the red-light camera program.

Further, the Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

6. REQUIRED CERTIFICATIONS. Not Applicable.

7. SHIPPING TERMS. Not Applicable.

8. DELIVERY REQUIREMENTS. Not Applicable.

9. WARRANTY REQUIREMENTS. Not Applicable.

10. BACKGROUND CHECKS. The Contractor(s) 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 Contractor(s) employee 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(s) shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of its failure to comply

with this requirement.

11. CHANGE OF PROJECT MANAGER. A change in the Vendor's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

12. SUB-CONSULTANTS. The Vendor shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant 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-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

13. NEGOTIATIONS. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.

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APPENDIX E

MIAMI BEACH

Cost Proposal Form

Disaster Recovery Services
2017-148-JC

PROCUREMENT DEPARTMENT
1755 MERIDIAN AVE, 3RD FLOOR
MIAMI BEACH, FLORIDA 33139

APPENDIX A COST PROPOSAL FORM

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

Proposer affirms that the prices stated on the Cost Proposal Form below represents 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 shall be completed mechanically or, if manually, in ink. **Cost Proposal Forms completed in pencil shall be deemed non-responsive.** All corrections on the Cost Proposal Form shall be initialed.

**** PRICING FOR EACH LINE ITEM OF GROUPS 1-6 SHALL BE BASED ON THE AMOUNT OF DEBRIS LIKELY GENERATED BY A CATEGORY 3 STORM EVENT, INFLECTED UPON THE CITY OF MIAMI BEACH.**

Group 1: TDSR Operations

ITEM	DESCRIPTION	UNIT	COST
1.	Operation of Temporary Debris Storage and Reduction Sites ("TDSR")	CY	\$
GROUP 1 TOTAL			\$

Group 2: Vegetative Debris Management

ITEM	DESCRIPTION	UNIT	COST
2.	Vegetative Debris Removal from Rights-of-Way to a TDSR within City Limits	CY	\$
3.	Reduction of Vegetative Debris by Grinding at TDSR	CY	\$
4.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Central Transfer Station	CY	\$
5.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade North Dade Landfill	CY	\$

6.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Resource Recovery Center	CY	\$
7.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to Miami-Dade Central Transfer Station	CY	\$
8.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to North Dade Landfill	CY	\$
9.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to Miami-Dade Resource Recovery Center	CY	\$
Removal of Hazardous Stumps			
10.	Greater than 24" to 36" diameter	Per Stump	\$
11.	Greater than 36" to 48" diameter	Per Stump	\$
12.	Greater than 48" diameter	Per Stump	\$
13.	Removal of Hazardous Hanging Limbs	Per Tree	\$
Removal of Hazardous Trees			
14.	Greater than 6" to 12" diameter	Per Tree	\$
15.	Greater than 12" to 24" diameter	Per Tree	\$
16.	Greater than 24" to 36" diameter	Per Tree	\$
17.	Greater than 36" to 48" diameter	Per Tree	\$
18.	Greater than 48" diameter	Per Tree	\$
GROUP 2 TOTAL			\$

Group 3: C&D Debris Management

ITEM	DESCRIPTION	UNIT	COST
19.	C & D Debris Removal from ROW to a TDSR within City Limits	CY	\$
20.	Hauling C & D Debris from TDSR to Miami-Dade Central Transfer Station	CY	\$
21.	Hauling C & D Debris from TDSR to Miami-Dade North Dade Landfill	CY	\$

22.	Hauling C & D Debris from TDSR to Miami-Dade Resources Recovery Center	CY	\$
23.	Hauling C & D Debris from ROW Directly to Miami-Dade Central Transfer Station	CY	\$
24.	C & D Debris Removal from ROW directly to Miami-Dade North Dade Landfill	CY	\$
25.	C & D Debris Removal from ROW directly to Miami-Dade Resource Recovery Center	CY	\$
GROUP 3 TOTAL			\$

Group 4: Other Services

ITEM	DESCRIPTION	UNIT	COST
26.	Sand removal, screening and replacement (beach renourishment)	CY	\$
27.	Loading and Hauling White Goods Requiring Freon Removal	Per Unit	\$
28.	Freon Removal by Qualified Technician	Per Unit	\$
29.	Hazardous Waste Removal and Transport	Per Pound	\$
30.	Removal, Hauling and Disposal of Dead Animal Carcasses	Per Pound	\$
31.	Bulk Ice, Delivered	Per Pound	\$
GROUP 4 TOTAL			\$

Group 5: Hauling Reduced Vegetative Debris to Alternative Locations

ITEM	DESCRIPTION	UNIT	COST
32.	20 – 30 miles	CY	\$
33.	Greater than 30 Miles – 40 Miles	CY	\$
34.	Greater than 40 Miles – 50 Miles	CY	\$
35.	Greater than 50 Miles – 60 Miles	CY	\$
36.	Greater than 60 Miles – 70 miles	CY	\$
GROUP 5 TOTAL			\$

*** SUBTOTAL COST FROM GROUPS 1-5 TO BE ENTERED BELOW:**

GROUPS 1- 5 SUBTOTAL	\$
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Group 6: Hourly Labor and Equipment Rates

(*All equipment rates include the cost of the operator, fuel, and maintenance. All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.)

ITEM	DESCRIPTION	HOURLY RATE
37.	JD 544 Wheel Loader with debris grapple	\$ _____
38.	JD 644 Wheel Loader with debris grapple	\$ _____
39.	Extendaboom Forklift with debris grapple	\$ _____
40.	753 Bobcat Skid Steer Loader with debris grapple	\$ _____
41.	753 Bobcat Skid Steer Loader with bucket	\$ _____
42.	753 Bobcat Skid Steer Loader with street sweeper	\$ _____
43.	30-50 H Farm Tractor with box blade or rake	\$ _____
44.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ _____
45.	3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
46.	JD 648E Log Skidder or equivalent	\$ _____
47.	CAT D4 Dozer	\$ _____
48.	CAT D5 Dozer	\$ _____
49.	CAT D6 Dozer	\$ _____
50.	CAT D7 Dozer	\$ _____
51.	CAT D8 Dozer	\$ _____
52.	CAT 125 – 140 HP Motor Grader	\$ _____
53.	JD 690 Trackhoe with debris grapple	\$ _____
54.	JD 690 Trackhoe with bucket and thumb	\$ _____
55.	Rubber Tired Excavator with debris grapple	\$ _____
56.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ _____
57.	210 Prentiss Knuckleboom with debris grapple	\$ _____
58.	CAT 623 Self-Loader Scraper	\$ _____
59.	Hand-Fed Debris Chipper	\$ _____
60.	30 Ton Crane	\$ _____
61.	50 Ton Crane	\$ _____
62.	100 Ton Crane	\$ _____
63.	40 – 60' Bucket Truck	\$ _____
64.	Greater than 60' Bucket Truck	\$ _____

65. Fuel/ Service Truck	\$ _____
66. Water Truck	\$ _____
67. Portable Light Plant	\$ _____
68. Lowboy Trailer with Tractor	\$ _____
69. Flatbed Truck	\$ _____
70. Pick-up Truck (unmanned)	\$ _____
71. Self-Loading Dump Truck with debris grapple	\$ _____
72. Single Axle Dump Truck, 5 – 12 cu. yd.	\$ _____
73. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
74. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
75. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
76. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
77. Chainsaw (without operator)	\$ _____
78. Temporary Office Trailer	\$ _____
79. Mobile Command and Communications Trailer	\$ _____
80. Laborer, with small hand tools	\$ _____
81. Skilled Sawman	\$ _____
82. Crew Foreman with cell phone	\$ _____
83. Tree Climber	\$ _____
GROUP \$ TOTAL	
	\$

***GRAND TOTAL COST FOR ALL GROUPS (1-6) TO BE ENTERED BELOW:**

GROUPS 1- 6 GRAND TOTAL COST	\$
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Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

APPENDIX F

MIAMI BEACH

Insurance Requirements

Disaster Recovery Services
2017-148-JC

PROCUREMENT DEPARTMENT
1755 MERIDIAN AVE, 3RD FLOOR
MIAMI BEACH, FLORIDA 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- 4. Excess Liability - \$_____.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- 6. Other Insurance as indicated:
 - Builders Risk completed value \$_____.00
 - Liquor Liability \$_____.00
 - Fire Legal Liability \$_____.00
 - Protection and Indemnity \$_____.00
 - Employee Dishonesty Bond \$_____.00
 - Other \$_____.00
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

APPENDIX G

MIAMI BEACH

Disaster Management Plan

(TO BE PROVIDED VIA ADDENDUM)

Disaster Recovery Services
2017-148-JC

PROCUREMENT DEPARTMENT
1755 MERIDIAN AVE, 3RD FLOOR
MIAMI BEACH, FLORIDA 33139