

REQUEST FOR PROPOSALS (RFP)

Disaster Debris Monitoring

2018-217-JC

RFP ISSUANCE DATE: JUNE 6, 2018

PROPOSALS DUE: JULY 10, 2018 AT 3:00 PM

ISSUED BY:

MIAMIBEACH

JASON CROUCH, PROCUREMENT CONTRACTING OFFICER

PROCUREMENT DEPARTMENT

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

305.673.7000 x **6694** | jasoncrouch@miamibeachfl.gov | www.miamibeachfl.gov

TABLE OF CONTENTS

<u>SOLICITATION SECTIONS:</u>	<u>PAGE</u>
0100 NOT UTILIZED	N/A
0200 INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS	3
0300 PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT	13
0400 PROPOSAL EVALUATION	15
<u>APPENDICES:</u>	<u>PAGE</u>
APPENDIX A PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS	17
APPENDIX B “NO PROPOSAL” FORM	24
APPENDIX C MINIMUM REQUIREMENTS & SPECIFICATIONS	26
APPENDIX D SPECIAL CONDITIONS	41
APPENDIX E COST PROPOSAL FORM	43
APPENDIX F INSURANCE REQUIREMENTS	45
APPENDIX G CITYWIDE PROCEDURE NO. 16.06.....	47

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.

In the event of an emergency, such as a hurricane, the City would lack sufficient resources to undertake disaster debris monitoring operations. While some monitoring assistance is available from the County, State and Federal governments, it is not sufficient enough to assist in order to restore a community that has suffered a catastrophic disaster. Furthermore, resources of the various governments are spread thin over the affected areas, necessitating contracted private sector assistance.

Additionally, in order for the City of Miami Beach to receive assistance for disaster debris removal the City must implement a disaster debris removal monitoring service. This service is provided by an independent consultant(s) that are selected by the City to provide this service. Monitoring of debris removal and disposal contractor activities is a critical component in successful debris management operations and in the justification and documentation of any application for Federal Emergency Management Agency (FEMA) Public Assistance funding. The responsibility of the Consultant(s) will be to deploy trained debris monitors to observe and document contractor activities. At a minimum these monitors should be stationed at all pick-up and disposal sites.

The City of Miami Beach seeks proposals from qualified disaster debris monitoring consultant(s) to provide technical expertise and guidance, to support the City during emergency recovery efforts following declared disaster event(s). Such services includes, but not limited to, supporting the City during a disaster recovery effort, monitoring of debris collections performed by the City's Disaster Recovery Contractor(s) in accordance with the Stafford Act and FEMA policies and guidelines. Consultant(s) shall coordinate with the City and the Disaster Recovery Collector(s) to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Services include monitoring debris collections in the field, Temporary Debris Management Sites (TDMS) and residential debris drop off sites, as well as data reporting and other related services. Consultant(s) shall monitor the City's Disaster Recovery Contractor(s) performance including suggestions and assistance with implementing recommendations to improve efficiency.

The City's current contract for Emergency Disaster Debris Monitoring Services was awarded in October 2013, pursuant to the solicitation process for Request for Proposals (RFP) 28-11/12. The contract for Emergency Disaster Debris Monitoring Services expires October 3, 2018. The City is seeking a replacement contract in order to maintain its emergency preparedness in future years.

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

RFP Issued	June 6, 2018
Pre-Proposal Meeting	June 21, 2018 at 10:00 AM
Deadline for Receipt of Questions	June 29, 2018 at 5:00 PM
Responses Due	July 10, 2018 at 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
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:	Telephone:	Email:
Jason Crouch	305-673-7000 x6694	jasoncrouch@miamibeachfl.gov
Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov , or via facsimile: 786-394-4188.		

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) 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
Conference Room
1755 Meridian Avenue, 3rd Floor
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=79113>

• 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. COMPLAINT 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 eh 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. PERFORMANCE BOND. TBD

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:

- 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 ITEMS / SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City may require additional items to be added to the Contract which are ancillary or supplemental to the items specified herein and 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 the additional items. If these quote(s) are determined to be fair and reasonable, then the additional items will be awarded to the current contract vendor(s) through either a Purchase Order (or Change Order if Purchase Order already exists) or an amendment to the Contract. Additional items with a cumulative value of \$50,000 or less may be approved by the City Manager. City Commission approval is required for additional items with a cumulative value greater than \$50,000.

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
1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.	
1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.	
1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.	
TAB 2	Experience & Qualifications
2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing disaster debris monitoring services similar as identified in this solicitation. 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.	
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 disaster debris monitoring services detailed herein and each team members' qualifications. A resume of each individual, including education, experience with disaster services, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract. <ul style="list-style-type: none">• Provide a listing of firm's personnel to be used on the project and their qualifications for performing, managing, directing or documenting disaster debris monitoring work. A resume including education, relevant experience, licenses and any other pertinent information shall be included for each team member.	

TAB 3	Approach and Methodology
<p>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, project timeline, phasing and staging considerations, and how the project shall be managed according to the needs of the City and its Disaster Management Plan (DMP). The following shall be included in the proposal response:</p> <p>3.2 A detailed plan for operating debris monitoring projects(s) for the City of Miami Beach, addressing any applicable State and Federal laws and regulations.</p> <p>3.3 A detailed plan for operations management, to include proposer's approach to mobilization, a proposed schedule/timeline for operations, safety procedures, and project management approach.</p> <p>3.4 Proposer's experience on past disaster projects, with attention to how such experience would be implemented for the City of Miami Beach.</p> <p>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.</p>	
TAB 4	Cost Proposal
<p>Submit a completed Cost Proposal Form (Appendix E).</p>	

4. FINANCIAL CAPACITY. Within three (3) business days of request by the City, Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. 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:

<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.

5. ADDITIONAL INFORMATION OR CLARIFICATION. 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).

The City reserves the right to request any documentation omitted, with exception of the Cost/Revenue (as applicable) Proposal Form (Appendix E), Proposal Certification,

Questionnaire & Requirements Affidavit (Appendix A), and Bid Bond (if applicable). Submittals received that do not include the Cost/Revenue Proposal Form, completed as required and fully executed, or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

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 Procurement Department. 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	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 Procurement Department to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
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 Procurement Department. 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

2018-217-JC
Disaster Debris Monitoring

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

Solicitation No: 2018-217-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.

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/.

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.

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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 Proposals 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 Statement of Qualifications 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 _____) On this ____ day of _____, 20__, personally
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: 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

2018-217-JC Disaster Debris Monitoring

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 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 #**2018-217-JC**
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Specifications

2018-217-JC
Disaster Debris Monitoring

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

C1. MINIMUM ELIGIBILITY REQUIREMENTS. The Minimum Eligibility Requirements for this solicitation are listed below.

1. Proposer must have a minimum of five (5) years' of experience providing disaster debris monitoring services, and shall demonstrate that it has performed at least three (3) disaster debris monitoring projects, as prime contractor, during the past fifteen (15) years, resulting in 250,000 cumulative 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 services; 8) total cubic yards of debris monitored

C2. STATEMENT OF WORK REQUIRED.

The City of Miami Beach is seeking proposals from qualified disaster debris monitoring contractors to provide technical expertise and guidance, to support the City during emergency recovery efforts following declared disaster event(s). Such services includes, but not limited to, supporting the City during a disaster recovery effort, monitoring of debris collections performed by the City's Disaster Recovery Contractor(s) in accordance with the Stafford Act and FEMA policies and guidelines. Contractor(s) shall coordinate with the City and the Disaster Recovery Collector(s) to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Services include monitoring debris collections in the field, Temporary Debris Management Sites (TDMS) and residential debris drop off sites, as well as data reporting and other related services. Contractor shall monitor the City's Disaster Recovery Contractor(s) performance including suggestions and assistance with implementing recommendations to improve efficiency.

C3. SPECIFICATIONS

The Contractor shall provide its services under this Agreement if and when the City needs assistance with disaster debris monitoring services. The Contractor shall not be required to provide its services to the City until the City issues a Notice to Proceed. Upon the issuance of a Notice to Proceed, the Contractor promptly shall provide the Administrator with the Certificate of Insurance and Performance Bond required herein. After the City receives and approves the Contractor's Certificate of Insurance and Performance Bond, the Contractor shall provide all labor, supervision, materials, equipment, facilities, power, communications, and other services and supplies necessary for, or incidental to, the performance of the Contractor's work under this Agreement. All services provided by Contractor, and all labor, materials and equipment used by the Contractor and its subcontractors, must comply fully with all Applicable Law, including the requirements established by FEMA. All of the Contractor's duties and obligations shall be performed at the Contractor's expense, in exchange for the City's payment of the hourly rates identified in the Cost Proposal Form, Appendix E. The City makes no warranty or guarantee concerning the number of hours or category of employees that will be employed to perform the services required under this Agreement. The number of hours included in Appendix E is not intended to represent the actual contract amount, but an estimated representation of a typical work week. The employment by Contractor of any staff or personnel for whom an hourly rate has not

been set in Appendix E, shall be approved in writing by the City prior to their hiring. The City reserves its right to award the City's work to multiple vendors, based on the City's needs.

3.2 SCOPE OF WORK

The Contractor shall provide all labor, supervision, materials, equipment, power, communications, and other services and supplies necessary for, or incidental to, the performance of the debris monitoring services described herein.

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

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

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

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

Services required from Contractor may include the following:

3.2.1 Monitoring during Emergency Push/Road Clearance: During the first seventy (70)

hours after a Declared Disaster, Contractor shall observe, monitor, supervise and document the Debris Clearance operations of the DMC, including, but not limited to, the number, hours, and actual output of manpower and equipment used by the DMC, unless otherwise agreed in writing by the City.

3.2.2 Monitoring Debris Removal from Private Property: Contractor shall observe, monitor, supervise and document the DMC's Debris Removal operations from private property, as authorized by the City, including, but not limited to the collection, removal, processing, and disposal of Debris, to ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016). Contractor shall ascertain that all Debris removed from private property meets the criteria and requirements set forth in the agreement for disaster recovery and debris removal services between the DMC and the City then in effect.

3.2.3 Monitoring Debris Removal from Public Rights-of-Way (ROW): Contractor shall observe, monitor, supervise and document the removal, processing and disposal operations of the DMC of Vegetative Debris, Mixed Debris, Non-Burnable Debris and C&D Debris from the City's Rights-of-Way and public property. The Contractor shall ensure only Eligible Debris is collected for loading and hauling. Contractor shall ascertain that all Debris removed from the City's Rights-of-Way and public property meets the criteria and requirements set forth in the agreement for disaster recovery and debris removal services between the DMC and the City then in effect.

(i) Monitoring Removal, Processing and Disposal of Debris by Types of Debris:

a. Vegetative Debris: The Contractor shall observe, monitor, supervise and document DMC's operations related to the removal, processing and disposal of Stumps, Hazardous Stumps, leaning trees, hanging limbs, and trees. Specifically the Contractor shall inspect and document the size, location, root-ball exposure, payment category, and method of removal used by the DMC, which may include grinding, removal and extraction, or flush cut. The Contractor shall ascertain compliance with all applicable FEMA guidelines regarding the removal, processing, and disposal of Stumps, Hazardous Stumps, leaning trees, hanging limbs, and trees as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).

b. C&D Debris: The Contractor shall observe, monitor, supervise and document DMC's operations related to the removal, processing and disposal of C&D Debris. The Contractor must ensure and when applicable document that the C&D Debris removed by the DMC presented an immediate threat to the safety, welfare, and well-being of the community, or obstructed a public Right-of-Way or other recovery efforts, and is generated by a Declared Disaster in compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).

c. HW Debris: Contractor shall observe, monitor, supervise and document the

collection, segregation, transportation, processing and disposal of HW to verify and ensure that DMC took proper precautions and followed established policies and procedures, including notification of appropriate authorities in case of an accident or if unsafe practices are observed. Contractor shall ensure that DMC has obtained and maintained the required certification for the collection, segregation, transportation, processing and disposal of HW and has employed the appropriate certified specialists to perform such tasks. The Contractor shall ensure the DMC has performed all cleanup operations in accordance with Applicable Law. The Contractor shall report spills and other incidents to the City immediately following discovery of the spill, separately and independently from the DMC. The Contractor shall ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).

- d. Other types of Debris: Contractor shall observe, monitor, supervise and document the collection, removal, transportation, and disposal of Vehicles and Vessels, Putrescent Debris, and storm-generated Debris in waterways and drainage systems, to ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).
 - b. On-site Chipping: Contractor shall observe, monitor, supervise and document the collection, removal, processing, and disposal of Debris that has been chipped on-site by the DMC. Contractor shall document the conditions and location of the Debris to verify that on-site chipping, hauling of chipped Debris and area restoration was performed in compliance with the agreement for disaster recovery and debris removal services between the DMC and the City then in effect.
- 3.2.4 Temporary Debris Staging and Reduction Sites (TDSRS): The Contractor shall observe, monitor, supervise and document DMC's staging, reduction and processing operations at a TDSRS, including the staging, processing, reduction and disposal of all Debris, site security, site preparation and maintenance. Contractor shall inspect and properly document every load entering and leaving the TDSRS including all Load Tickets completed for each load to verify and document the contents and quantity of each load. Contractor shall accurately measure and document load hauling compartments and accurately compute volume capacity in cubic yards of every vehicle used by the DMC. Contractor shall ascertain compliance with all applicable licensure and environmental requirements, as well as all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).
- 3.2.5 Comingling of Debris: The Contractor shall ensure that there is no comingling of Debris and shall inform the City on its operational reports as described in Section 3.6.10, if comingling of Debris occurs. Contractor shall ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).

3.3 REQUIRED STAFF AND PERSONNEL

The Contractor shall provide the City the necessary personnel with the training, skills, knowledge, experience and know-how to efficiently and effectively observe, monitor, supervise and document the DMC's collection, removal, processing and disposal operations as provided in this Agreement. The number and types of personnel needed pursuant to this Agreement will be determined by the City and this determination will be included in the appropriate tasks orders.

Contractor shall ensure that its work force, including subcontractors, maintains self-sufficiency related to transportation, housing, sanitation, food and related accommodations in a manner that is consistent with local requirements and minimizes adverse effects on the community.

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

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

- a. Emergency Operations Manager
- b. Data Manager
- c. Cost Recovery Specialist
- d. Field Supervisors
- e. Supervising Monitors
- f. Fixed Site Monitors
- g. Environmental Specialist
- h. GIS Specialist
- i. Billing/Invoice Analysts
- j. Administrative Assistants
- k. Field Monitors

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

- a. Emergency Operations Manager: The primary functions of the Emergency Operation Manager shall be to manage and supervise the Debris monitoring services provided by the Contractor and to serve as liaison between the Administrator and the Contractor. The

Emergency Operations Manager shall be paid at the hourly rate included in Exhibit 1. The Emergency Operations Manager's responsibilities shall include, without limitation:

- i. Coordinating daily briefings, work progress, staffing, and other key items with the City;
- ii. Scheduling work for all team members and subcontractors on a daily basis;
- iii. Scheduling and managing field staff;
- iv. Monitoring the DMC's progress and making and implementing recommendations to improve efficiency and speed up the recovery work;
- v. Conduct safety inspections;
- vi. Ensuring compliance with contracts by all subcontractors;
- vii. Prepare Operational Reports and other required documentation;
- viii. Scheduling periodic meetings with field staff and subcontractors;
- ix. Review and reconcile DMC's documentation supporting invoices for payment and prepare FEMA worksheets for reimbursement for Debris hauling efforts;
- x. Review and reconcile Contractor's invoices for payment and prepare FEMA worksheets for reimbursement for Debris monitoring efforts;
- xi. Establish a data center where project documents are stored, sorted and reconciled.
- xii. The Emergency Operations Manager shall be accessible to the City at all times and shall have full authority to act on behalf of Contractor to address and resolve issues that may arise during the course of the work. All communications given to the Emergency Operations Manager shall be binding on the Contractor.
- xiii. The Emergency Operations Manager shall be on-call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication channels are unavailable, Contractor shall provide the Emergency Operations Manager with reliable means of communication with the City.
- xiv. The Emergency Operations Manager shall coordinate daily with the Administrator and DMC, and shall comply with all directions and guidance provided by federal and state representatives.

- xv. The Emergency Operations Manager must attend any and all meetings required by the Administrator to evaluate the Debris removal and disposal operations.
- b. Data Manager: The primary functions of the Data Manager is to oversee the processing of Load Ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all Federal, State, County and local requirements. This may involve the use of electronic monitoring equipment or other approaches as approved by the City. The Data Manager shall be FEMA trained and will work under the supervision of the Emergency Operations Manager. The Data Manager shall be paid at the hourly rate included in Exhibit 1.
- c. Cost Recovery Specialist: The Cost Recovery Specialist is an experienced professional, FEMA trained, who may assist the City in the operations and coordination of activities during a Declared Disaster. The qualified individual must have direct Debris management experience, including the management of Debris removal operations, the oversight of TDSRS, Debris recycling and Debris disposal. Emphasis on management and coordination post Debris causing event recovery and FEMA recovery guidelines are enquired. The Cost Recovery Specialist shall work hand-in-hand with City personnel, or their designee, to develop project worksheets for all Category A expenses and documentation. The Cost Recovery Specialist shall be paid at the hourly rate included in Exhibit 1.
- d. Field Supervisors: The primary functions of the Field Supervisors shall be to oversee the field operations and the performance of Supervising Monitors, compilation of Operational Reports, recommend approaches that maximize efficiency and ensure that safety measures are followed. The Field Supervisors shall be paid at the hourly rate included in Exhibit 1. The Field Supervisors' responsibilities shall include, without limitation:
 - i. Oversee and supervise field activity;
 - ii. Coordinate efforts with City personnel to maximize efficient use of all available resources;
 - iii. Make suggestions to improve the efficiency of collection and removal of Debris;
 - iv. Coordinate daily activities and future planning with the Supervising Monitors and other staff;
 - v. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility; and
 - vi. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

- e. Supervising Monitors: The Supervising Monitors shall coordinate actions of Field Monitors and Fixed Site Monitors, verify Debris eligibility, ensure verification and photographic documentation of Hazardous Stumps, leaners and hangers, coordinate daily operations with the DMC, compile, review, and manage reports, and resolve complaints. The Supervising Monitors shall be paid at the hourly rate included in Exhibit 1.
- f. Fixed Site Monitors: The primary functions of the Fixed Site Monitors shall be to complete the load ticket and estimate volumes that have been transported to the TDSRS or final disposal site for processing, reduction, segregation, storage and disposal. The Fixed Site Monitors shall be paid at the hourly rate included in Exhibit 1. The Fixed Site Monitors' responsibilities shall include, without limitation:
 - i. Create and maintain a complete and accurate record of the size of each load of Debris and other information about each load as may be needed on the Load Ticket;
 - ii. Initial each Load Ticket before allowing trucks to proceed from the check-in area to the tipping area at the final disposal site;
 - iii. Initial each Load Ticket for every load entering and leaving a TDSRS;
 - iv. Ensure that Debris is properly segregated, processed and secured and that comingling of Debris does not occur;
 - v. Coordinate efforts with the Administrator, and the DMC/dispatch center or supervisor to maximize efficient and effective use of all available resources;
 - vi. Perform other duties as directed by the Administrator and designated City personnel;
 - vii. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.
- g. Field Monitors: The primary functions of the Field Monitors shall be to perform roving on-site, street-level work area inspections of Debris cleanup and collection, and verify that only Eligible Debris is being removed from eligible property within assigned Debris pick-up locations in the City. The Field Monitors shall complete and issue Load Tickets for Eligible Debris cleared and removed at locations designated by the City. The Field Monitors shall be paid at the hourly rate included in Exhibit 1. The Field Monitors' responsibilities shall include, without limitation:
 - i. Shall utilize photographs and GPS coordinates of Debris to verify the source and type of Debris collected
 - ii. Monitor truck collection activity;
 - iii. Issue manifest Load Tickets at loading sites for each load;

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

3.4 GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR

3.4.1 **Pre-event:** The pre-event services performed by the Contractor may include:

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

3.4.2 **Post-event:** The listed services performed by the Contractor must include:

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

3.5 MOBILIZATION AND NOTICE TO PROCEED

The Contractor shall have a maximum of 24 hours from confirmed delivery of the City's Notice to Proceed to mobilize and begin their response. Notification will be made in writing by email, regular mail, and/or fax. Failure to mobilize in the allotted timeframe may result in the selection of another contractor, relinquishment of the right for future consideration and breach of contract. Upon activation the Contractor will begin coordination with the DMC and the City's emergency management personnel.

3.6 DELIVERABLES AND REPORTS

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

- 3.6.1 A log of complaints, damages reported, correction or remedial measures and releases for remedial work performed from the property owner or the City as appropriate, in paper form and electronically;
- 3.6.2 Original Load Tickets, boxed, bound by date and sorted by ticket number;
- 3.6.3 Electronic Load Ticket logs detailing information from all paper Load Tickets;
- 3.6.4 Daily activity logs maintained by all personnel with individual signatures and initials, which shall identify issues address by all personnel and final resolution;
- 3.6.5 Map books boxed by pass with daily logs;
- 3.6.6 List of Load Tickets issued by monitors, and list of lost/voided Load Tickets;
- 3.6.7 Each ineligible Debris pile will be tagged, in a format approved by the City, and a log of all ineligible Debris identified shall be compiled and submitted to the City;
- 3.6.8 Daily operational reports ("Operational Reports") shall be prepared by the Contractor and submitted to the City throughout the duration of the recovery operations. Daily reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted 10:30 a.m. to the Administrator or designee. Each report shall contain the following minimum information:
 - a. Review and accurately completed Load Tickets verifying that they are consistent with all reporting documents;
 - b. The times of operation of all Debris loading trucks;

- c. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of Debris removed, processed and hauled.

3.6.9 A final report ("Final Report") prepared by the Contractor and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

3.7 DOCUMENT MANAGEMENT AND SUPPORT

Contractor shall provide data management and support to the City during the emergency recovery effort, including the following:

3.7.1 Contractor shall create, and monitor Load Tickets to track and document the removal, processing and disposal of Eligible Debris. Contractor shall ensure that all Load Tickets comply with the requirements of FEMA and other federal, state, and local reimbursement agencies. Each Load Ticket shall contain, at a minimum, the following information:

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

- m. Signature of the City's designated representative; and
- n. Signature of the DMC's designated representative.
- o. Signature of the Contractor's designated representative.

3.8 RECORDS KEEPING AND AUDITS

Contractor will be subject to audit by federal, state and local agencies pursuant to the Agreement. Accordingly, Contractor shall keep throughout the term of the Agreement, all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the City, in accordance with generally accepted accounting principles prescribed by the American Institute of Certified Public Accountants or any successor agency. In addition, Contractor must maintain copies of all reports, records, Debris reporting tickets, and correspondence concerning the work performed under this Agreement. Such books of accounts, records, reports, logs, Debris reporting Load Tickets and correspondence shall be kept for at least three (3) years after project closeout by FEMA or eight (8) years following the termination of the Agreement, whichever is later, unless the Contractor is notified in writing by the City of the need to extend the retention period. Upon the City's request, the Contractor shall scan all reports, logs, Load Tickets, invoices, correspondence, and related records concerning the Contractor's work under this Agreement and provide electronic copies to the City.

The City shall have the right to inspect audit and examine during normal business hours, all such customary books of accounts, records, and reports created and maintained relating to Contractor's operations in performance of this Agreement. If the books of accounts and records are kept in a location outside the State of Florida, Contractor shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for the City to be audited and inspected as set forth in this Agreement. Failure to maintain books of accounts and records as required shall be deemed a material breach of the Agreement. The City or its representatives shall make available to Contractor a copy of any audit report prepared by or on behalf of the City. Contractor shall have thirty (30) days from receipt of the audit report from the City or its representatives to provide a written response to the City regarding the audit report. Contractor agrees that failure of Contractor to submit a written response to the audit report in accordance with the requirements of this Section 3.6 shall constitute acceptance of the audit report as issued. The obligations arising out of this Section 3.6 shall survive the expiration or earlier termination of this Agreement.

Florida's Public Records Law (Chapter 119, F.S.) requires that all records must be made available upon request by the public, unless they are exempt. This Agreement may be unilaterally cancelled by the City if Contractor refuses to comply with the requirements of Florida's Public Records Law. See Section 22, below.

3.9 OTHER OPERATIONAL CONSIDERATIONS

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

3.10 TECHNICAL ASSISTANCE

Contractor may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort, including the following:

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

3.11 INVOICE AND PAYMENT

- 3.11.1 All invoices from the Contractor must be signed by the Contractor. Each type of work must be invoiced separately. Contractor must provide the information described below and any other information reasonably requested by the City to support the work performed. All invoices are subject to pre-audit verification and the Administrator's approval prior to payment.
- 3.11.2 Releases of lien, if applicable, must be submitted with invoices.
- 3.11.3 Contractor must remit all invoices and supporting information to Adriel Sanchez, Director of the Emergency Management Office, 83 East 5th Street, Hialeah, Florida 33010. A paper copy of each invoice must be provided and electronic copies also may be required.
- 3.11.4 Contractor must submit invoices to the City regularly and at least once every 30-days. Each invoice shall include copies of the Operational Reports as indicated in Section 3.6.8 of this Agreement, and daily logs, if applicable.
- 3.11.5 Invoices must be detailed and include information such as employee position, the employee's hourly rate, the actual hours worked and the actual tasks performed. The hourly rates must not exceed the prices included in Exhibit 1 to this Agreement.

3.13 CITY'S OBLIGATIONS FOR MOBILIZATION

- 3.13.1 The City shall notify Contractor when a "hurricane watch" has been established for the City so that Contractor can plan for its mobilization. The City shall notify Contractor when a "hurricane warning" has been established for the City. Contractor shall be fully operational within twenty-four (24) hours after receiving a Notice to Proceed from the City.

3.13.2 The City shall furnish all information and documents reasonably necessary for the commencement of work, including a valid written Notice to Proceed.

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APPENDIX D

MIAMI BEACH

Special Conditions

2018-217-JC
Disaster Debris Monitoring

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 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. REQUIRED CERTIFICATIONS. Not Applicable.

6. SHIPPING TERMS. Not Applicable.

7. DELIVERY REQUIREMENTS. Not Applicable.

8. WARRANTY REQUIREMENTS. Not Applicable.

9. 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.

10. 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.

11. 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.

APPENDIX E

MIAMI BEACH

Cost Proposal Form

2018-217-JC
Disaster Debris Monitoring

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

APPENDIX E COST PROPOSAL FORM

Failure to submit, 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.

Bidder 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 Form completed in pencil shall be deemed non-responsive.** All corrections on the Cost Proposal Form shall be initialed.

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

	<u>POSITIONS</u>	<u>(A) HOURLY RATES</u>	<u>(B) EST. HOURS</u>	<u>(C) TOTAL (A x B = C)</u>
1.	Emergency Operations Manager	\$	112	\$
2.	Data Manager	\$	40	\$
3.	Cost Recovery Specialist	\$	40	\$
4.	Field Supervisors	\$	336	\$
5.	Fixed Site Monitors	\$	840	\$
6.	Environmental Specialist	\$	40	\$
7.	GIS Specialist	\$	40	\$
8.	Supervising Monitors	\$	168	\$
9.	Billing/Invoice Analysts	\$	40	\$
10.	Administrative Assistants	\$	40	\$
11.	Field Monitors	\$	4,200	\$
		GRAND TOTAL (Items 1-11)		\$

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX F

MIAMI BEACH

Insurance Requirements

2018-217-JC Disaster Debris Monitoring

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 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. Professional Liability Insurance in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.
- XXX 6. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
7. Other Insurance as indicated:
- | | |
|---|--------------------------|
| <u> </u> Builders Risk completed value | \$ <u> </u> .00 |
| <u> </u> Liquor Liability | \$ <u> </u> .00 |
| <u> </u> Fire Legal Liability | \$ <u> </u> .00 |
| <u> </u> Protection and Indemnity | \$ <u> </u> .00 |
| <u> </u> Employee Dishonesty Bond | \$ <u> </u> .00 |
| <u> </u> Other | \$ <u> </u> .00 |
- XXX 8. Thirty (30) days written cancellation notice required.
- XXX 9. Best's guide rating B+:VI or better, latest edition.
- XXX 10. 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

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

2018-217-JC Disaster Debris Monitoring

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

DRAFT