

**REQUEST FOR PROPOSAL**  
**DISASTER DEBRIS MANAGEMENT SERVICES**

**RFP NO. 2017-44**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid**  
**Vice Mayor Tony Lama**  
**Councilmember Luis Collazo**  
**Councilmember Timothy Daubert**  
**Councilmember Ceasar Mestre**  
**Councilmember Frank Mingo**  
**Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**DATE ISSUED: April 27, 2017**  
**CLOSING DATE: 11:00 AM EST, May 18, 2017**

# ***Request for Proposals No. 2017-44***

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## SECTION 1

### NOTICE TO PROPOSERS

#### Town of Miami Lakes

#### Disaster Debris Management Services

The Town of Miami Lakes, Florida, (the “Town”) is accepting sealed Responses from qualified firms for disaster Debris Management Services in accordance with Federal Emergency Management Agency (“FEMA”) guidelines. Proposals must be submitted in the form of one (1) original and seven (7) copies and one CD-ROM or flash drive for the Technical Proposal and one CD-ROM or the Price Proposal, and **must** be received by the Town Clerk at 15150 NW 79<sup>th</sup> Court, Miami Lakes, Florida 33016, **by no later than 11:00 A.M. on May 18, 2017.**

The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town’s Debris Management contractor provides its services in accordance with FEMA guidelines and helps the Town maximize its use of FEMA and other grant funds and assists in limiting the loss of FEMA and other grant funds.

#### Scope of Services

Provide Debris Management Services consistent with FEMA guidelines and regulations. Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Storage and Reduction Sites (TDSR”); demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and rights-of-way; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts. Further details on the Scope of Work are contained in Section 3 of the RFP.

Copies of the RFP will only be made available on the Town’s website and the Onvia DemandStar (“DemandStar”) website. Copies of the RFP, including all related documents can be obtained by visiting the Town’s website at <http://www.miamilakes-fl.gov/>, and selecting “Contractual Opportunities” or at DemandStar’s website at [www.demandstar.com](http://www.demandstar.com). If you use the DemandStar website it is strongly recommended that you register with them.

#### Minimum Qualification Requirements

The Proposer must possess extensive expertise in Disaster Debris Management Services as required by the RFP, with a minimum of **seven (7) years’** experience in Debris Management Services based on FEMA guidelines and regulations. The Proposer must have a proven record of successfully completing projects with a similar size, scope, and complexity. Proposer must have completed a minimum of **three (3)** projects of a similar, size scope and complexity in the last five (5) years. Additional requirements are contained in Article 4.5 of the RFP.

#### No Pre-Proposal Conference will be held for this RFP.

**ALL** inquiries regarding this RFP must be directed to the Procurement Department, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). It is strongly recommended that potential Proposers attend this

meeting. The meeting space has limited capacity so we request that no more than two representatives from any one company attend the meeting

*Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation.*

*Failure to comply with the "Cone of Silence may result in the rejection of a Response. For additional information concerning the "Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.*

## SECTION 2 – SUBMISSION OF A RESPONSE

### 2.1 Submittal Requirements

This Request For Proposal (“RFP”) consist of two parts; a technical component (“Technical”) and a Price component (“Price”), both of which when combined constitute the Proposer’s response (“Response”) to the RFP. Proposers submitting a Response to this RFP must submit both the Technical and Price components.

Proposers submitting a response (“Response”) to this Request for Proposals (“RFP”) certifies that it meets all of the requirements to perform the services required by this RFP and will enter into a contract in substantially the same form as that included in the RFP.

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk’s Office, no later than the date, time, and at the location indicated in Section 1 of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Joint Ventures or teaming agreements will not be considered. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

The Town has issued a separate Request for Proposals, RFP # 2017, for Disaster Debris Monitoring Services”. The Proposer must not employ or be affiliated with any of the RFP # 2017, for Disaster Debris Monitoring Services”. **A proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFP’s.**

One (1) original and seven (7) copies of the original Response, plus one (1) copy each of the original Technical and Price Response in digital form (on CD-ROM or Flash Drive in .pdf format unless a different format is stated in the RFP), must be timely received by the Town Clerk or your Response may be disqualified. Technical and Price Responses must be submitted in separate file folders on the CD-ROM or Flash Drive. The hard copies of the Price component must be submitted in a separate sealed envelope from the Technical component.

### 2.2 Pre-Proposal Conference

No Pre-Proposal conference will be held for this solicitation.

### 2.3 Additional Information or Clarification

Proposers must e-mail their requests for additional information or clarifications (“RFI”) in accordance with the “Cone of Silence” requirements. Requests for additional information or clarifications **must** be submitted to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). The request must include the Proposer’s name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than** five days prior to the proposal due date. Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole

discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

**Addenda will be posted and made available on the Town’s Procurement webpage and on DemandStar and it is the Proposer's sole responsibility** to ensure receipt of all addendum prior to submitting its Response. The Proposer should check the Town’s webpage or DemandStar for all addenda. The Town’s webpage is [www.miamilakes-fl.gov/c-our\\_govt/admin-procurement.php](http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php). and DemandStar is [www.DemandStar.com](http://www.DemandStar.com).

The Proposer must complete and sign the Acknowledgment of Addenda and include it or copies of the signed Addendum acknowledging receipt, or signed copies of each Addendum, in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion determines that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

**Addenda will only be posted and made available on the Town’s Procurement webpage and it is the Proposer's sole responsibility** to ensure receipt of all addendum prior to submitting its Response. The Proposer should check the Town’s webpage for all addenda. The webpage is [www.miamilakes-fl.gov/c-our\\_govt/admin-procurement.php](http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php).

The Proposer must complete and sign the Acknowledgment of Addenda and include it or copies of the signed Addendum acknowledging receipt, in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion determines that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said Form(s) or the acknowledgement of one or more addendum on the Form.

#### **2.4 Contract Terms and Conditions**

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) will be required to execute a contract (“Contract”) with the Town in substantially the same form as the Contract included as part of the RFP.

#### **2.5 Price Proposal**

The Price Proposal component of the Response will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Responses.

The Town reserves the right to negotiate costs contained in the Price Proposal should that be deemed in the best interest of the Town.

#### **2.6 Award of a Contract**

The Town may award one or more contracts as a result of this RFP. The contract is attached hereto as Exhibit A and it is hereby incorporated into and made a part of this RFP. The Town reserves the right to execute or not execute, as applicable, a contract with the Successful Proposer(s), where it is determined to be in the Town’s best interests. The Town does not represent that any award will be made.

#### **2.7 Contract Execution**

Proposer by submission of its Response agrees to the terms and conditions contained in Exhibit A, and further agrees to execute the contract with the terms and conditions as drafted. The Scope of Work provided in the Response, as may be revised during negotiations, will be incorporated into and become part of the contract.

The Scope of Work will be adjusted based a determination of the level(s) of response required for each disaster event. Without diminishing the foregoing, the Proposer may request clarifications and submit comments concerning the terms and conditions of the contract for the Town's consideration. None of the foregoing precludes the Town, at its sole option, from seeking to negotiate changes to the contract, during the negotiation process or awarding the contract without change.

Upon award of a Contract, the contents of the Response of the Successful Proposer(s) may be included as part of the Contract, at the Town's discretion.

Responses that are conditioned to additions, deletions or revisions to the Contract's terms and conditions will be rejected as non-responsive.

## **2.8 Unauthorized Work**

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) will be deemed non-compensable by the Town and Proposer will not have any recourse against the Town for performing unauthorized work.

## **2.9 Submittal Instructions**

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers must make the necessary entry in all blanks and forms provided for the Response.

Responses must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

**RFP No. 2017-44**  
**DISASTER DEBRIS MANAGEMENT SERVICES**

## **2.10 Changes/Alterations**

Responses will be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers must not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

## **2.11 Subcontractors**

Subcontractors may be an individual or firm who has a contract with the Proposer to assist in the performance of services required under this RFP. Subconsultant(s) will be paid through Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Response the Subcontractors it anticipates will be utilized in the performance of required Services. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer(s) and insurance for each Subcontractor must be maintained in good standing and approved by the Town throughout the duration of the contract. Neither the Successful Proposer(s) nor any of its Subcontractors are considered to be employees or agents of the Town. Failure to list Subcontractors and provide the information required by this RFP may disqualify any proposed Subcontractors from performing work under any contract awarded under the RFP.

## **2.12 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

## **2.13 Disqualification/Rejection of Responses**

**This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires the submission of additional documents and information. These are must type requirements for being considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the Town Forms will result in the rejection of a Response as non-responsive.**

The Town reserves the right to disqualify any Response before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Proposer. The Town also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue the Request for Proposals.

Throughout the RFP, the phrases “must” “will” and “will” will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

## **2.14. Proposer’s Expenditures**

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The Town will not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a contract, and/or to maintain the approved status of the Successful Proposer(s) if a Contract is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

## **2.15 Due Diligence**

Proposers should familiarize itself with the Town and the potential scope(s) of work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of Successful Proposer(s), in every detail, all of the requirements in the contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation.



**2.16. Execution of Response**

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the appropriate required Certificate of Authority, which is included as part of the RFP.

Anyone signing the Response as agent must include legal evidence of signature authority. Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive. Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Town.

Proposer understands that by submitting a response to this RFP, such submittal does not constitute an agreement or contract with the Town.

**2.17. Certification of Accuracy of Proposal**

Proposer by signing and submitting it Response certifies and attest that all Forms, Affidavits and documents related thereto that it has included in its Response, in support if its Response are true and accurate.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

**2.18 Solicitation Schedule**

The following is the anticipated schedule for the RFP. The dates are only estimated and are subject to change:

<b>Event</b>	<b>Date</b>
RFP Issued	April 27, 2017
Due Date for RFP	May 18, 2017
Evaluation Committee meeting	May 23, 2017
Award approved by Town Council	June 6, 2017

**END OF SECTION**

## SECTION 3 – SCOPE OF SERVICES

### 3.1 Purpose

The Town is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm (“Contractor” or “DMC”) to provide services to the Town during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC will service the Town first and be oncall to provide all support services necessary to insure the safety and well-being of all residents and visitors to the Town. DMC may also be called upon throughout the year to render services to assist the Town with special needs and events other than full-scale disasters, as determined by the Town Manager. The Town retains the right to obtain similar services from additional contractors.

The Town's expectation is that by hiring a DMC to assist the Town in a disaster event, the Town is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC will be fully responsible to advise the Town on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC must perform all work in compliance with such regulations, representing the Town to ensure maximum financial recovery

Exhibits have been provided for the following:

- Town Boundary Map
- 2017 Debris Management Site
- Debris Management Site Legal Description

### 3.2 Background

Town of Miami Lakes is located in Southeast Florida, and has a population of approximately 30,000 citizens based upon current Town records. The Town encompasses 6 square miles. The Town has approximately 77 miles of improved and maintained roadways, which does includes any state, or county roadways. The Town possesses approximately 346 acres of public park, ROW medians, and other property, including lakes and canals.

The last hurricane to impact the Town was Wilma, which resulted in the removal of approximately 149,000 cubic yards of debris.

FEMA guidelines stipulate that for the Town to be able to receive assistance for disaster debris removal from public access roads, right-of-ways, and public property, the Town must implement a debris removal Management service. This service is provided by independent contractors that are selected by the Town to provide this service. Management of debris removal and disposal contractor activities is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance funding. The responsibility of these contractors will be to deploy trained debris monitors to observe and document debris removal contractor activities.

As such the Town requires the services of a debris-Management contractor to support the oversight, management, and technical assistance for the Management of debris removal and recovery contractors in accordance with Federal Emergency Management Agency (“FEMA”) guidelines, policies, and procedures. Proposer(s) must provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at temporary debris storage and reduction sites (“TDSR”) designated by the Town.

### 3.3 Definitions

Project management and process oversight activities must include, but not be limited to, the following:

- a. **Choke Point** means an inspection site where all trucks must pass.
- b. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- c. **Construction and Demolition Debris (Construction& Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)
- d. **Contract Manager** means the Town's representative duly authorized by the Town Manager to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.
- e. **Contractor or Debris Management Contractor (DMC)** means the successful Proposer, and its successors, personal representatives, executors, administrators and assignees.
- f. **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.
- g. **Debris Monitor** means the firm retained by the Town to monitor the DMC's activities pursuant to its contract with the Town and to ensure compliance with FEMA requirements.
- h. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- i. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Town Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- j. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are
- k. **FDEP** means the Florida Department of Environmental Protection.
- l. **FDOT** means the Florida Department of Transportation.
- m. **FEMA** means the Federal Emergency Management Administration.
- n. **FFWC** means the Florida Fish and Wildlife Conservation Commission.
- o. **FHWA** means the Federal Highway Administration.
- p. **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.
- q. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by

certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

- r. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle subcontractor 40 CFR Part 260.
- s. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle subcontractor 40 CFR Part 260.
- t. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.
- u. **Notice to Proceed** means the written notice given by the Town Manager (or designee) to the DMC of the date and time for work to start.
- v. **NRCS** means Natural Resources Conservation Service.
- w. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- x. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.
- y. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- z. **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

### 3.3 General Requirements

- a. Contractor will supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by Contractor and labor, materials and equipment used by Contractor, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.
- b. Contractor will disclose current and future debris management contractual obligations within the State of Florida annually throughout the term of the contract to provide reasonable assurance that such obligations will not preclude Contractor from meeting its obligations under this contract. Such disclosure will be provided in report form listing the number of accounts individually, by population served, and percentage of Contractor available resources committed to these other accounts. Report will also indicate available resources dedicated to

the Town. The expectation is that in the event of a disaster, Contractor will service the Town first.

- c. Contractor will not reassign any personnel or equipment to any other contract within Miami-Dade, Broward, or Palm Beach counties except, including other governments, private businesses, homeowners, or others while actively performing debris management services for the Town during an emergency event, without the express written consent from the Town.
- d. Contractor's Project Manager or a higher ranking decision-making designee will be physically present at the Town's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. Contractor's duties will include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- e. Contractor will provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- f. Contractor will provide the following annual services at the Contractor's expense:
  - 1. Contractor will attend and participate in an annual meeting with the Town, usually held in May.
  - 2. Contractor will prepare and present a written plan of operations, including a clear description of the percentage of work Contractor may subcontract out and a list of subcontractors, at an annual meeting with the Town.
  - 3. Upon request, Contractor will annually review and visit, with Town staff, to be used during the coming year.
  - 4. Contractor will provide phone consultations and reference information to Town staff upon request.
- g. Contractor will be paid for any special tasks requested by the Town and as agreed to by Contractor and the Town based on the hourly rate schedule contained herein.
- h. To the extent required by applicable federal and state regulations, the Town must approve all of Contractor's subcontractors prior to their providing service. Contractor will not use a subcontractor or material supplier to whom the Town reasonably objects. Contractor will supply the Town, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors will work for the Contractor rather than the Town. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- i. CONTRACTOR agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the Town and/or Miami-Dade County the first opportunity when awarding subcontracted work.

### 3.4. Debris Removal

Contractor will provide debris collection and removal activities including, but not limited to, the following types of tasks:

- a. **FEMA Compliance** – Contractor will work closely with the Town's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. CONTRACTOR's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the Contractor by the Town.

- b. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for Contractor to cut, toss and/or push debris from primary transportation routes as identified and directed by the Town. Payment under this item will be on an hourly basis for Labor and Equipment as listed in the Proposal Form. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- c. **Debris Removal from Public Rights-of-Way** – As identified and directed by the Town, Contractor will provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Town rights-of-way and public property. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and will be handled separately from Mixed Debris.
- d. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, Contractor, as directed by the Town, will demolish structures and remove and relocate the debris to the public rights-of-way. This service will commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the Town. Contractor will place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) will commence. Contractor will obtain three (3) written quotes for such work and select a subcontractor upon approval by the Town’s Contract Manager.
- e. **Stump Removal, Backfill and Haul** – As identified and directed by the Town, CONTRACTOR will remove Hazardous Stumps, haul each stump to a designated site and backfill each stump hole with compatible material as determined by the Town and CONTRACTOR. Each stump will be inspected by Town and Contractor inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground will be picked up, or other designated site, and included in the overall cubic yard price for debris removal. CONTRACTOR will provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain Town or FEMA review and approval.
- f. **Leaning Trees and Hanging Limbs** – Contractor will trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb will then be placed in the public right-of-way where such debris will be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property will be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way will be removed.
- g. **Multiple Schedule Pass** – Contractor will make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. Contractor will not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.

- h. **Removal from Waterways and Drainage Systems** – Contractor will remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- i. **Security of Debris during Hauling** – Contractor will secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, CONTRACTOR will ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris will be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- j. **Damage by CONTRACTOR** – Contractor will restore and/or repair, at Contractor’s expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by Contractor’s activities. Contractor is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of Contractor, such property will be restored by Contractor at its expense to a condition similar or equal to that existing before such damage or injury, or Contractor will repair such damage in a manner acceptable to the Contract Manager. Contractor will respond to complaints immediately or within twenty- four (24) hours and repair any damage within the timeframe established by the Town. In the event Contractor fails to respond in a timely manner, the Town may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies will be deducted from the Contractor’s invoice. Additionally, Contractor’s continuous and repetitive incidents of “failure to respond” as contracted may be considered cause to cancel this contract.
- k. **Eligibility of Debris** – The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe Contractor operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. CONTRACTOR will be responsible for any hauling, processing and disposal costs charged to the Town by that truck during that day.
- l. **Onsite Chipping** – In areas not accessible by debris removal equipment and as directed by the Contract Manager, Contractor will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. Contractor will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.
- m. **Interference with Disaster Recovery Efforts** – Contractor will conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- n. **Accumulation of Debris** – No debris will be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Contract Manager. Under no circumstances will the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.

- o. **Monitoring of Contractor Removal Activities** – The Contract Manager and Debris Monitor will monitor all Contractor operations. Contractor is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

### 3.13 Residential Drop-Off

The Town may elect to allow Residents to drop off debris at the TDSR or open Debris-Drop Off Sites. Contractor will be responsible for managing the debris, including but not limited to, providing equipment to manage debris piles, loading debris for transport and restoring the site to pre-use condition. No reduction activities will be permitted at any Residential Debris Drop-Off Sites.

### 3.14 Additional Services

- a. **Marine Debris Removal** – Contractor will clear canals and waterways of debris and fallen trees as identified and directed by the Town in writing. Contractor will obtain three (3) quotes for such work and select a subcontractor upon approval by the Town’s Contract Manager. CONTRACTOR will ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- b. **Removal of Vehicles and Vessels** – Contractor, as directed by the Town, will remove vehicles and vessels from land and waterways. Contractor will obtain three (3) quotes for such work and select a subcontractor upon approval by the Town’s Contract Manager.
- c. **Dead Animal Carcasses** – CONTRACTOR will collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- d. **White Goods** – CONTRACTOR should expect to encounter White Goods available for disposal. CONTRACTOR will remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. CONTRACTOR will recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- e. **E-Waste** – CONTRACTOR will remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- f. **Emergency Potable Water** – CONTRACTOR will provide the Town with whole pallets of individually bottled drinking water. Pallets will hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities. The Town will instruct CONTRACTOR as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- g. **Emergency Ice** – CONTRACTOR will provide the Town with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The Town will instruct CONTRACTOR as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- h. **Other Services as Requested** – CONTRACTOR will also provide other related services as requested by the Town.



### 3.14 Document Management and Support

Contractor will provide data management and support to the Town during the emergency recovery effort including, but not limited to the following:

- a. Contractor will utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. Contractor will ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies. The Debris Monitoring contractor will provide an automated debris management system (ADMS), which will be used for data management.
- b. Each load ticket must contain the following information:
  1. Prime Contractor name.
  2. Town contract/Disaster number.
  3. Load ticket number.
  4. Subcontractor name.
  5. Date and time of delivery.
  6. Date and time of pick up.
  7. Pick up location (street address or primary-street between specific area).
  8. Loading Zone Number
  9. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
  10. Truck Driver name.
  11. Truck ID number and capacity.
  12. Total cubic yards picked up.
  13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
  14. Delivery site.
  15. Load Monitor Printed Name and Signature.
  16. Dump Monitor Printed Name and Signature.
  17. GPS.
- c. All Load tickets will be issued by the Debris Monitor prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/Town will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for Contractor's records. Contractor will scan all load tickets. Contractor will provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.
- d. Contractor will supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards must also include the wording "Town of Miami Lakes Emergency Debris Contractor" and the Contractor's name.
- e. Contractor will have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- f. Contractor will work closely with the Town and applicable Federal, State and local agencies to ensure that the Town's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. Contractor will provide to the Town all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. Contractor will provide hard copies and electronic scanned documents with an itemized spreadsheet. Contractor will assist the Town in preparing Federal and State reports and applications for reimbursement, including training

agency/department employees. Contractor will review all reimbursement applications prepared by the Town or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Town or Debris Monitor of any recommended changes, corrections, alterations or deletions. Contractor will assist, as directed by the Town, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. Contractor will retain all documentation and records for a minimum of ten (10) years.

- g. Contractor will reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours. Contractor will provide documentation for all items salvaged or recycled. Documentation will include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Contractor will provide the value of the salvaged or recycled material back to the Town as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to Contractor by the entity accepting the material for salvage or recycling.

### **3.15 Staff and Equipment Requirements**

- a. Contractor will have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.
- b. Contractor will ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- c. Contractor will employ a Project Manager and an Operations Manager, both fluent in English, who will be accessible and will have full authority to act on behalf of Contractor and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager will be as binding as if given to Contractor. The Town expects the Contractor to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder.
- d. The Operations Manager will be on call twenty-four (24) hours per day, seven (7) days per week, and will be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, Contractor will provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Town.
- e. Contractor's Operations Manager will coordinate daily with the Contract Manager and Debris Monitor, and will comply with all directions and guidance provided by Federal or State representatives.
- f. Contractor must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
- g. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- h. Prior to start of work, Contractor will submit, electronically and in hardcopy to the Town and Debris Monitor, certification indicating the type of vehicle; make; model; license plate

number; Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume will be calculated from actual physical measurement performed by Contractor and the reported volume will be the same as shown on the signs affixed to each piece of equipment. Contractor and Debris Monitor or Contract Manager will jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.

- i. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers will be reduced by fifty percent (50%) to account for low compaction.
- j. All trucks and trailers utilized in transporting debris will have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the Town, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.
- k. Equipment used under this contract will be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non- rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.
- l. All equipment used in the performance of this contract will be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., will be equipped with a properly functioning accurate hour meter.
- m. Trucks or equipment designated for use under this contract will not be used for any other work during the working hours of this contract. Contractor will not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will Contractor mix debris hauled for others with debris hauled under this contract. Contractor and subcontracted employees are strictly prohibited from engaging in scavenging.
- n. Contractor will be responsible for obtaining sites to stage equipment, such as trucks, when not in use.
- o. Contractor will provide a walkie-talkie system of communication. In addition, Contractor shall make available a walkie-talkie to the Contract Manager.
- p. Contractor must provide its employees with cameras and GPS devices to document the debris collected and its location.

### 3.16 Reporting

DMC shall submit periodic, written reports, in a format required by the City, documenting the progress of debris removal and disposal. These reports must include, but are not limited to, the following:

- a. **Daily Reports** – Contractor will make daily reports to the Town to detail the progress of debris removal and disposal operations. Such reports will include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4)

other operational and complaint tracking information as requested by the Town. The format of the reports will be developed during the pre-event planning and coordination phase.

- b. **Weekly Summaries** – Contractor will submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the Town, the data making up the weekly summaries will also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include Contractor or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.
- c. **Damage Reports** - Contractor will notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- d. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between Contractor and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days. Final Project Closeout – Within thirty (30) days of final inspection and/or closeout of the project by the Town, Contractor will prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the Town. Contractor will provide, upon request of the Town and/or no later than project closeout, a release of liens demonstrating that all subcontractors to Contractor have been fully paid. Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Town. Final project reconciliation must be approved by the Town.
- e. Report Maintenance – Contractor will be subject to audit by Federal, State and local agencies. Contractor will maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.

### **3.17 Additional Operational Considerations**

- a. Inspection – All emergency debris will be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. Contractor will, at all times, provide the Debris Monitor and Town access to all work sites and disposal areas.
- b. Working Hours – Unless otherwise approved by the Town, all activity associated with gathering, loading and hauling debris will be performed during visible daylight hours. Contractor may work during these hours seven (7) days per week, including holidays. Contractor will mandate employee rest breaks and meal time when hourly rates apply and such time will be posted on invoice. It is expected that Contractor will work daily until project completion. Holiday leave and closure may be authorized based on operational needs and with Town approval. Contractor will be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.
- c. Traffic Control – Contractor will mitigate the impact of its operations on local traffic to the fullest extent practicable. Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas. Contractor will provide sufficient signage, flags,

barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

### **3.18 Technical Assistance**

Contractor may be requested by the Town to provide technical expertise and guidance to support the Town during the emergency recovery effort including, but not limited to, the following:

- a. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate resources.
- b. Assisting 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.
- c. Providing training sessions for key Town personnel.
- d. Assisting with developing, producing or distributing public information.

**END OF SECTION**

## SECTION 4 – TERMS AND CONDITIONS

### 4.1. Acceptance/Rejection

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP. All such actions taken must be in accordance with the applicable sections of the Town Code and this RFP.

### 4.2 Legal Requirements

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, ordinances, rules, and regulations, and any lack of knowledge by the Proposer will in no way be cause for relief from responsibility for compliance with these requirements.

### 4.3. Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the Town, will have the unqualified right to terminate the Contract upon written notice to the Contractor, without any penalty or expense to the Town.

### 4.4 Business Tax Receipt Requirement

Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

### 4.5. Minimum Qualification Requirements

The Town is seeking to procure a qualified and experienced firm with extensive expertise in Disaster Debris Management Services as required by the RFP. The firm must possess a minimum of **seven (7) years'** experience In Debris Management Services as required by the RFP. The Proposer must have a proven record of successfully completing projects with a similar size, scope, and complexity.

**A minimum of three (3) references and a maximum of five (5) references from public entities or project(s) within the past five (5) years of a similar, size, scope, and complexity that have been completed are to be included in the Response. These references must be from governmental entities for hurricane, tornado, or other Emergency Event debris disposal experience involving a minimum of 250,000 cubic yards of debris.** Failure to submit the reference details may result in the Response being deemed non-responsive. **Do not send the reference forms separately from the Response as they will not be considered unless specifically requested to do so by the Town. In addition do not use references for Town contracts.**

Each firm interested in responding to this RFP must provide information on the firm's qualifications and experience, qualifications of the project team, members and staff, Project Manager's experience, and previous work of similar size, scope and complexity. See Section 5.0 "Instructions for Preparing a Response: Preparation Requirements" for further direction. Responses that do not adhere to the

requirements of this RFP may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 5.0, "Instructions for Preparing a Response".

#### **4.6. Local Preference**

The funding for the contract awarded under this RFP is funded through the federal government and therefore local business preference as specified in Town's Procurement Ordinance 12-142, which is available on the town's website, does not apply.

#### **4.7 Public Entity Crimes**

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers must submit Form PEC with their Response.

#### **4.8. Review of Responses For Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

#### **4.9. Collusion**

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

#### **4.10. Clarifications**

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. Subsequent to the submittal of Proposals Proposer cannot submit any additional document or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

#### **4.11. Key Personnel**

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

#### **4.12. Audit Rights and Records Retention**

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful

Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

#### **4.13. Public Records**

Proposer understands that the Response is a "public record, and the public will have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

#### **4.14. Conflict of Interest**

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposers must submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

#### **4.15. Debarred/Suspended Vendors**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

#### **4.16. Nondiscrimination**

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be



subjected to, discrimination under any program or activity.

#### **4.17. Contingent Fees**

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an contract.

#### **4.18 Assignment; Non-Transferability of Response**

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Attachment A contains specific language as to the assignment, transfer, sale or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

#### **4.19 Drug Free Workplace**

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

#### **4.19 E-Verify**

Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and must expressly require any subcontractors performing Work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor. Contractor must complete and submit with its Proposal the E-Verify certification form.

#### **4.20 Protest Process**

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

#### **4.21 Affidavits**

The following Affidavits are required to be submitted with the Proposer's response:

##### COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to the RFP, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under the RFP. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFP responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Proposers have worked together, discussed

the details of their proposals prior to submission of their Proposals or worked together in independently submitting Proposals such actions will be deemed to be collusion. Proposer's must submit the Non-Collusive Affidavit.

RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships using the Town affidavit included in this RFP.

CONFLICT OF INTEREST/ANTI-KICKBACK

Proposer must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in the RFP. Proposer certifies that its Proposal is made independently of any assistance or participation from any Town employee, elected official, or Contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

PUBLIC RECORDS AFFIDAVIT

The Contractor must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Proposal. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a Contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a proposal 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 or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFP.

**END OF SECTION**

## SECTION 5 – INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFP must contain the following information and documents, and follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

### 5.1. Preparation Requirements

Each Response must contain the following documents and forms required by Sections 5.1 A&B, each fully completed, and signed as required. Proposers will prepare their Responses utilizing the same format outlined below in Section 5.1C. Each section of the Response as stipulated in 5.1C will be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. **Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee.** The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations have been established for some of the Town Forms, as well as other documents. **PROPOSALS SHOULD BE LIMITED TO A MAXIMUM OF 25 PAGES. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process.** The font size and type for Town Forms are set and cannot be changed. Proposer are to use the font style Calibri, Times New Roman, or Arial font size 12, except for the table of organization and resumes.

Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 5.1 subcontractor. All pages must be on 8½"X11 size paper except for the Table of Organization, which may be on 8½"X11 size paper. Hard 3-ring binders should not be used.

#### A. TECHNICAL PROPOSAL:

The content and form of the Technical Proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the Proposer intends to implement and fulfill the requirements and provisions set forth in the Scope of Services and the Contract; and how it intends to administer, coordinate, and complete all requirements of the Services with special emphasis on ensuring compliance with FEMA and other regulatory requirements. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical Proposals.

##### 1. **Company Declaration**

Proposer must complete and submit Exhibit 1, Company Declaration for this section of its Response.

##### 2. **Executive Summary**

Proposer must submit an executive summary that identifies its background, main office(s), and office location that will service the contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should summarize the key

elements of the Proposal. The description of the Proposer should also summarize the following:

- a. Total number of employees and total number of employees at the location that will perform the work under the contract.
- b. Range of services provided.
- c. Years of experience that the proposer has in providing similar services.
- d. Summary of abilities and experience of the firms' professional personnel.
- e. Summary of past performance of the firm on similar projects.
- f. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
- g. Brief statement must be included which explains why your proposal would be the most effective and beneficial to the Town.

**3. Qualifications and Experience of the Proposer (maximum 5 pages, excluding references)**

- a. Provide a description of the background, history and experience including information related to previous governmental experience. This must include details that cover the minimum years of experience required by the RFP.
- b. Complete form RFP-Q, Questionnaire.
- c. Provide a description of expertise in performing the proposed work.
- d. Provide a description of experience in filing and receiving federal and state reimbursements including information on the percentage of expenses reimbursed through FEMA under previous contracts.
- e. Provide a list of current debris management contracts with their current status and completion dates, including identifying the country, city and state. Include an explanation of how these contracts will not adversely affect the Proposers ability to provide the services under the proposed contract with the Town.
- f. Explain how the Proposer will manage multiple Florida based debris management contracts, especially as it relates to multiple South Florida (both east & west coast) contracts impacted by the same or simultaneous event(s).
- g. References from a minimum of three and a maximum of five (5) references from public entities where a minimum of one disaster event has been successfully completed, within the past five (5) years. The Proposer must have been the primary contractor. At least two of the Disaster Events must each have exceeded \$10,000,000 . These references must include:
  - i. Name and address of public entity
  - ii. Name of contact person, including person's title, department for which individual works, email address & telephone number.
  - iii. Size of the public entity, including number of residents and square mileage
  - iv. Scope of work provided
  - v. Event(s) completed
    - Name of Project/Event
    - Date event started and completed

- Details on scope of work demonstrating it was comparable in size, scope and complexity.
- Total reimbursement requested from FEMA, state, insurance, or other sources. Final total reimbursement approved if available.

vi. Is the contract still active?

**4. Qualifications of Staff to Be Provided**

Proposer must provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor’s Hurricane Conference training/instructor.

- a. Number of available employees and supervisors for this contract, including trade/position classifications, such as truck drivers, laborers, tree trimmers, etc.
- b. Provide an organizational chart(s) for office/administrative and on-site staff..
- c. Describe ability to secure subcontractor’s and additional personnel, including the use of labor pool companies. Include an overview of the approach to obtaining subcontractor’s and additional personnel.
- d. Identify the office location for the administration of this project and identify the personnel responsible for the planning and administration of the contract, including; position held previous experience, years with company, years in current position, telephone numbers, and email addresses.
- e. Resumes of key personnel and on-site staff to be assigned reflecting their experience on similar projects **(maximum 1 page each resume)**
- f. Provide details on the ability and experience of the field staff related to the work.

**5. Operations Plan**

- a. Clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
- b. Organizational structure of firm; chain of command; subcontractor’s plan.
- c. Methods used to complete assigned tasks.
- d. Please clearly describe all aspects of the project proposed
- e. Details of your approach and work plans.
- f. Methods of mobilization and demobilization.
- g. Documenting and resolving issues
- h. Invoicing and data management, including the incorporation of ADMS
- i. Identify any issues or concerns of significance that may be appropriate

**6. Financial Capacity**

- a. Briefly describe your firm’s financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.

- b. Proposer must provide a notarized letter from a bank verifying an available line of credit in the amount of ten million dollars (\$10,000,000) with their proposal response.
- c. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000) and compliance with the information stated in Attachment A of this solicitation.

Note: Failure to comply submit the notarized letters required above will result in the Proposal being rejected as none responsive. The Town, at its sole discretion, may allow the Proposer to submit the notarized letter(s) during the evaluation phase of the solicitation.

**7. Minority/Women (M/WBE) Participation**

If Proposer is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If Proposer is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

**8. Subcontractors**

Proposer must clearly identify any subcontractors, including professional services that may be utilized during the term of this contract and include the services they will provide and their ability and qualifications to provide the services.

**9. Certifications**

- a. Provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
- b. List appropriate licenses as issued by Miami- County and the state and county in which the Proposer is headquartered as well as any other office site the Proposer may utilize to perform the work under the proposed contract.
- c. Copy of the Proposer's current professional registration certificate(s) required to provide the services under the proposed contract.
- d. Documents demonstrating the Proposer is properly registered in the State of Florida to provide the proposed services.
- e. For corporations the Proposer must provide a copy of its current Florida Corporate Charter.

**10. Forms**

In addition to the Forms and documents identified elsewhere in the RFP the following Form must be submitted:

- a. Form AK – Anti-Kickback Affidavit
- b. Form PEC – Public Entity Crime Affidavit
- c. Form NCA – Non Collusive Affidavit
- d. Form COI – Conflict of Interest Affidavit
- e. Form TSA – Trench Safety Act Certification (to be submitted with Price Proposal)
- f. Form –PR – Public Relations Affidavit

- g. Form PRA- Public Records Affidavit
- h. E-Verify Certification

**B. PRICE PROPOSAL**

**1. Submission of Price Proposal**

The Price Proposal will be submitted in a ***separate sealed envelope*** concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Form RFP-PP.

The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).

The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

The points awarded by the Evaluation Committee will be added to the Technical Scores for each Proposer to arrive at the final scoring and ranking, which will determine the Successful Proposer(s).

Failure of the Proposer to provide all of the required pricing detail will be cause for rejection of the Response as non-responsive.

**2. Proposal Errors**

Where Price Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

## SECTION 6 – EVALUATION/SELECTION PROCESS

### 6.1. Preparation Requirements

#### A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer is qualified to render the required services according to all applicable regulations.
6. The Evaluation Committee (“Committee”), appointed by the Town Manager, will meet to evaluate each responsive Response Technical Proposal in accordance with the requirements of the RFP. At the Committee’s option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals the Fee Proposal will be opened by Town staff at the Committee meeting.
8. Town staff will calculate the score for each Fee Proposal in accordance with the methodology stated in Section 5 and advise the Committee.
9. Town staff will then total the score of each Proposer and advise the Committee of each Proposer’s combined score.
10. The Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking of the Responses.
11. The Town Manager will review the Evaluation Committee’s recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will be determined in accordance with the Town’s Procurement Ordinance.
12. The Town Manager will attempt to negotiate an Agreement with the Recommended Proposer(s) prior to submitting the award recommendation to the Town Council.
13. If the Town Manager is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the firm will be terminated and the Town Manager



will attempt to negotiate a Contract with the next highest ranked Proposer and so on.

14. The Town Council will make the final decision on the award(s).

B. EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

- |  |                   |
|--|-------------------|
| ➤ Qualifications, Experience of the Proposer | Maximum 35 points |
| ➤ Qualifications of Team and Staff           | Maximum 30 points |
| ➤ Knowledge of FEMA Regulations & Procedures | Maximum 20 points |
| ➤ Operations Plan                            | Maximum 20 points |
| ➤ Financial Stability                        | Maximum 5 points  |
| ➤ Minority/Women Participation               | Maximum 5 points  |
| ➤ Price Proposal                             | Maximum 20 points |
| Total Points 135                             |                   |

**SECTION 7 – RFP RESPONSE FORMS**

**7.1. RFP INFORMATION FORM**

**RFP NO. 2017-44:**        **Disaster Debris Management Services**

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer’s firm. Please print the following and sign your name:

\_\_\_\_\_  
Firm’s Name

\_\_\_\_\_  
Principal Business Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Federal I.D. No. or Social Security Number

\_\_\_\_\_  
Municipal Business Tax Receipt or Occupation License No.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

**7.2.1**

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF )

) SS:

COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_

a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the  
Response dated, \_\_\_\_\_, 20\_\_\_\_\_, to the Town of Miami Lakes and this  
Corporation and that their execution thereof, attested by the Secretary of the Corporation, and  
with the Corporate Seal affixed, will be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

7.2.2

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_

organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20 \_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Response dated, \_\_\_\_\_ 20\_\_\_\_\_, to the Town of Miami Lakes and this Partnership and that their execution thereof, attested by the

\_\_\_\_\_

\_\_\_\_\_ will be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

7.2.3

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that as an individual, I \_\_\_\_\_  
(Name of Individual)

and as a d/b/a (doing business as) \_\_\_\_\_  
(if applicable)

\_\_\_\_\_ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Response dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Miami Lakes as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, will be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

Commission No.: \_\_\_\_\_

I personally know the individual/do not know the individual (Please Circle)

Driver's License # \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**