

REQUEST FOR PROPOSAL
DISASTER DEBRIS MONITORING SERVICES

RFP NO. 2017-45



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: 1:00 PM EST, May 18, 2017

Request for Proposals No. 2017-45

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SECTION 1

NOTICE TO PROPOSERS

Town of Miami Lakes

Disaster Debris Monitoring Services

The Town of Miami Lakes, Florida, (the "Town") is accepting sealed Responses from qualified firms for disaster Debris Monitoring 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 79th Court, Miami Lakes, Florida 33016, **by no later than 1:00 P.M. EST 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 Monitoring Services consistent with FEMA guidelines and regulations. In addition, provide pre-hurricane training of Town Staff and post-hurricane assistance with FEMA and other grant agency audits.

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. 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 Monitoring Services as required by the RFP, with a minimum of **seven (7) years'** experience in Debris Monitoring 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. 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.

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. 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. and DemandStar is 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.

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:

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DISASTER DEBRIS MONITORING 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 “shall” 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 its Response certifies and attest that all Forms, Affidavits and documents related thereto that it has included in its Response, in support of 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.

END OF SECTION

SECTION 3 – SCOPE OF SERVICES

3.1 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 monitoring service. This service is provided by independent contractors that are selected by the Town to provide this service. Monitoring 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-monitoring contractor to support the oversight, management, and technical assistance for the monitoring 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.

3.2 Project Management and Process Oversight

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

- a. Contractor must appoint a Project Manager, fluent in English, who will be the Town’s primary point of contact and will be responsible for all services and personnel that are provided by the Contractor. The Project Manager must be appointed for a minimum of one year to fully understand the scope and responsibilities of the recovery plan.
- b. The Project Manager and other key personnel will report to the Town’s Emergency Operations Center (EOC) within eight hours of notification by the Town. Commencement of work must begin no later than 24 hours of issuance of Notice to Proceed. The Town may issue Notice to Proceed 24 to 48 hours prior to a storm event depending on the magnitude of the event and likelihood of impact in order to allow sufficient time to prepare for commencement of operations.
- c. The Project Manager will assist the Town in developing a Debris Management Action Plan for the specific occurrence. Contractor may also be requested to assist in other debris recovery planning efforts such as identifying adequate TDSR, estimating debris quantities and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.
- d. The Project Manager will attend all meetings and briefings designated by the Town. Daily meetings will be conducted by the Town with the Contractor and the Disaster Debris Collector along with other essential personnel in order to confirm daily debris recovery activities and

schedules, address and resolve issues or concerns, and discuss progress of the debris recovery effort.

- e. Contractor must provide trained personnel to observe, direct, and document the activities of the Disaster Debris Collector. Contractor will be responsible for scheduling work for all of its personnel on a daily basis. Contractor will assist the Town in coordinating work assignments for the Disaster Debris Collector.
- f. Contractor must monitor the Disaster Debris Collector's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
- g. The Contractor must be operational at the completion of the first push (70 hours). The Disaster Debris Collector and Town employees (if applicable) will report to the Field Operations Center to obtain work orders and field monitors from the Contractor before work is commenced. Contractor must prepare all project worksheets, right-of-way entry forms and any other required forms for the work group.
- h. Contractor must track and coordinate with Town personnel to respond to problems in the field and address citizen complaints, including commercial or residential property damage claims as a result of the debris removal.
- i. Contractor must attend up to three meetings annually at no expense to the Town for event planning.
- j. Contractor must prepare FEMA worksheets and review worksheets with Town staff.
- k. Contractor must provide the following annual services for the annual payment as bid by Contractor and contained herein:
 - Contractor must attend, participate and facilitate in an annual meetings and/or training with the Town.
 - Contractor must prepare and present a written plan of operations, including a clear description of the work. Contractor may subcontract out and will provide a list of the subcontractors no less than annually to the Town.
 - Contractor must annually review and visit with Town staff the TDSR to be used during the coming year.
 - Contractor must provide phone consultations and reference information to Town staff upon request.

3.3 Documentation and Reimbursement

a. ADMS

Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems. The Contractor must provide an electronic automated debris management system that must create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features must include, but are not limited to, the following:

- Paperless, electronic (handheld device) load ticket generation and data collection
- Debris vehicle certification data capture
- Encrypted and secure field data transfer

- Accessible secure database for government and Disaster Debris Collector use. Database will be internet accessible by Disaster Debris Collector, Town, State, Federal and other public entities as authorized by the Town's Contract Administrator
 - Minimal manual entry of load ticket data fields
 - Automation of debris pick-up locations through the use of GPS technologies
 - Evaluation of daily event staging using web-based reporting and GIS tools
 - Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system
 - Contractor must use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.
- b. Contractor must provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. Contractor must ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Contractor must retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the Town, which must be turned over to the Town daily. Copies of completed load tickets must also be retained by the Contractor, vehicle driver, subcontractor and the Disaster Debris Collector. Additionally, these load tickets must be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).
 - c. Contractor must document all recovery work to ensure that proper records are maintained for load tickets and recover costs for reimbursement purposes. During the first 70 hours following a Presidentially-declared disaster, this may require documenting times that the Disaster Debris Collector actively uses manpower and equipment in order to document time and material reimbursements. This must also include any photographs, GPS locations and/or any other means of confirming debris load information for reimbursement purposes.
 - d. Contractor must be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, etc. to support Federal (FEMA), state and local reimbursements and subsequent audits. Contractor must take the lead, assisting the Town in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.
 - e. Contractor must provide daily reports throughout the disaster and recovery efforts, including updates for the daily briefing meetings, reports on the review and validation of the Disaster Debris Collector, cubic yard/tonnage reports providing for the number of trucks and volumes (tonnage) of debris received at each TDSR as well as a total for all TDSRs, and a final report following completion of debris recovery operations.
 - f. Contractor must ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.
 - g. Contractor must ensure compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
 - h. Contractor must retain documentation including financial and program records to justify all charges and costs incurred in performing the work for at least three years following final payment by the Town as FEMA sub-grantee as required by FEMA 322 Public Assistance Guide.

The Town must have access to such records and documents as required for the purpose of inspection or audit.

- i. Contractor must cooperate with all other Contractors in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, original drawings or other information must become the property of the Town for its use and/or distribution as may be deemed appropriate by the Town.

3.12. Field Collection Monitoring

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities must include but not be limited to the following:

- a. Contractor must provide personnel to service as Field Monitors and Field Supervisors. The primary function of Field Monitors is to verify that debris picked up by the Disaster Debris Collector's recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris, either by hardcopy ticket or approved electronic format. Field Supervisors must oversee and coordinate the work of the Field Monitors.
- b. Contractor must train all Field Monitors and Field Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Contractor must equip all Field Monitors and Field Supervisors with vehicle transportation and technology including cameras, computers, cellular phones, tablets, handheld scanners, GPS devices and other equipment as deemed necessary and/or appropriate.
- c. Contractor will have Field Monitors stationed at designated Choke Points. Contractor will also have roving Field Monitors that will observe Disaster Debris Collector operations to ensure that only Eligible Debris is removed from the areas designated by the Town and the Presidentially-declared disaster area and to verify the proper loading and compaction of debris recovery equipment. Photographs of debris must be taken as directed by the Town and/or FEMA to verify the source and type of debris for reimbursement purposes. GPS coordinates and other location data may also be required. Trucks that are observed collecting material outside of the Town or Presidentially-declared disaster area within the Town limits or collecting other ineligible debris will have all loads hauled that day deducted for billing and reimbursement purposes and all load tickets will be invalidated.
- d. If a Field Monitor finds that the Disaster Debris Collector's work is not performed as specified by the Town and/or complies with FEMA, Federal or State requirements for debris collection activities, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor AND Project Manager. All stop work orders must be documented and reported immediately to the Town's Project Manager.
- e. Field Monitors must survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat and any special circumstances regarding the following: Hazardous Stumps and leaning trees (leaners), as well as a random sampling of hanging limbs (hangers). For Hazardous Stumps, Field Monitors must also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material needed to fill the resulting hole. Field Monitors must also document, in detail, removal of Hazardous Stumps, leaners and hangers.
- f. Field Monitors must enforce the Disaster Debris Collector's Clean-As-You-Go policy.
- g. Contractor must provide adequate Site Monitors for each TDSR. The five TDSR locations identified by the Town for use are noted in Exhibit B. The Town reserves the right to add, remove or change TDSR locations as needed at the sole discretion of the Town.

- h. Contractor must be prepared to begin accepting debris at the TDSRs within 12 hours of commencement of clean-up operations.
- i. TDSR Monitor responsibilities must include but not be limited to the following:
 - Ensure all loads of debris hauled to the TDSR site by the Disaster Debris Collector and all loads of debris exiting the site are documented with properly completed load tickets. By completing the load ticket, the Site Monitor certifies that all information on the document is complete and accurate, including load volumes.
 - Photograph loads of debris, as directed by the Town or FEMA, and record load information with the photograph.
 - Compile all load tickets and provide copies to the Disaster Debris Collector in a format acceptable to the Town and the collector's designated personnel.
 - Obtain and verify the Disaster Debris Collector's fleet documentation. Contractor will obtain from the Disaster Debris Collector such documentation, including the make, model, license plate number, Collector equipment number, measured and validated 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 (including photographs) to comply with FEMA requirements. The measured volume must be calculated from the actual physical measurement performed by the Disaster Debris Collector and the reported volume must be the same as shown on signs affixed to each piece of equipment.
 - Certify all debris vehicles at the TDSR beginning no later than 24 hours after the storm passes. Contractor must update the fleet documents as the Disaster Debris Collector adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Contractor must also periodically and randomly perform volume capacity verifications of recovery vehicles.
 - Verify that all Disaster Debris Collector equipment has been completely emptied prior to leaving the TDSR.
 - Observe all vehicles entering and exiting the TDSR to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.
- j. Consultant must provide or arrange for field operations trailers and generators at all TDSRs for use by its staff, including Town staff designated to monitor recovery efforts.
- k. Consultant must provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities must include, but not be limited to the following:
 - Ensure that only Town of Fort Lauderdale residents are using the site, validating identification and address via driver's license, property tax statements, utility billing or other method acceptable to and approved by the Town. If an individual is not a resident, it must be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the Town.
 - Record the address of the eligible site users and the type and quantity of debris brought to the site.
 - Record and provide a copy of the completed load tickets in a format acceptable to the Disaster Debris Collector so removal of debris is coordinated for removal from the Drop-Off Site.
 - Photograph debris, as directed by the Town, to verify the source and type of debris.
 - Assist with communicating to residents the proper handling and disposal practices and with disseminating information via flyers, electronic media and social networking applications as approved by the Contract Manager.

- I. Contractor must be responsible for the following items at all TDSR and Drop-Off Sites:
 - Verify that all sites have access control and security.
 - Monitor the type of debris entering the sites, classify debris by FEMA protocols (including separation for recyclable materials that may be diverted from the waste stream such as metals) and ensure each type of waste is placed in its proper location.
 - Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.
 - Conduct periodic safety inspections to ensure the Disaster Debris Collector is complying with safety regulations such as utilizing spotters, maintaining appropriate vehicle spacing buffers, properly controlling traffic and wearing proper protective equipment (PPE).
 - Be responsible for the end-of-day activities such as ensuring all operations have ceased for the day (as applicable) and all sites are closed and secured.
 - Report safety or other hazards to the Town's Project Manager.

3.13 Other Related Services

- a. Upon request by the Town's Project Manager, Contractor must provide aerial photographs of debris sites. Photographs must be of a high resolution and clear, containing reference boundaries for location identification. Contractor may have to take several photographs to produce one photograph of adequate quality that encompasses the entire debris site. If the photographs delivered are not of sufficient quality, as determined by the Contract Manager or Town Manager, the Town will not be obligated to pay for the related expenses. If the Contractor and Town agree, photographs may be retaken at the Contractor's expense. Photographs must be delivered to the Town in hardcopy and an electronic format acceptable to the Town, within five business days of request, weather permitting.
- b. Contractor must provide other related services as requested by the Town. Such services may include but are not limited of the following:
 - Perform damage assessments to determine areas impacted, quantities of debris, and types of debris generated.
 - Assist the Town in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
 - Provide training to Town staff as directed by the Contract Manager.
 - Be prepared with appropriate staffing, supervisors and watercraft to oversee cleaning of debris from canals and waterways.

3.14 Contractor Personnel

- a. Contractor must secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel must not be employees of or have any contractual relationships with the Town or the Town's Disaster Debris Collector.
- b. Contractor must have a professional staff with the knowledge, skills and training in order to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.
- c. Consultant and Project Manager must have experience in the FHWA, FEMA and other applicable Federal, State and local programs to assist the Town in its disaster response and recovery efforts. Proper documentation by Contractor as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the Town from the appropriate agency. If necessary, Contractor's personnel must possess any licenses

or certifications that are required by Federal, State or local law in order to perform such services.

- d. At the Town's Project Manager's request, but no less than annually, Contractor must submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Contractor must update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the Town. The Town retains the right to request personnel replacements.
- e. Contractor's staffing plan must include the positions listed below. Contractor may use other positions as necessary and as approved by the Town. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, must be listed in the Price Proposal Form, and provided herein as Exhibit A.
 - Project Manager - Primary point of contact to the Town; overall responsibility for all Contractor services and personnel.
 - Field Supervisor - Responsible for a crew of Field Monitors.
 - Field Monitor - Responsible for overseeing the Disaster Debris Collector's debris recovery activities and issuing load tickets.
 - TDSR Monitor - Responsible for recording the volume of debris brought to a TDSR by the Disaster Debris Collector.
 - Drop-Off Site Monitor - Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the Disaster Debris Collector.
 - TDSR/Drop-Off Site Security - Unarmed and non-sworn security at TDSRs and Drop-Off Sites when sites are not open.
 - GIS Specialist - Responsible for coordinating GIS application with Town GIS staff members.
 - Data Entry Clerk - Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.
- f. Contractor's TDSR personnel must wear OSHA-required safety equipment whenever at a TDSR and must adhere to all Disaster Debris Collector site safety requirements. Field personnel must be identifiable with safety vests and vehicle placards.

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 Monitoring Services as required by the RFP. The firm must possess a minimum of **seven (7) years'** experience In Debris Monitoring 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.

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 shall prepare their Responses utilizing the same format outlined below in Section 5.1C. Each section of the Response as stipulated in 5.1C shall 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 C. 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 also summarize the key elements of the Proposal.

3. **Qualifications and Experience of the Proposer**

- a. Provide a description and history of the firm along with providing information related to previous governmental experience.
- b. Provide a description and history of the firm along with providing information related to previous governmental experience.
 - i. Recent experience demonstrating current capacity and current expertise in debris monitoring of solid waste, liquid waste and hazardous waste management and disposal.
 - ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
 - iii. Recent experience managing and monitoring incident disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner/hanger removal programs, processing site monitoring, and FEMA reimbursement.
 - iv. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.
 - v. Provide details on the Proposer's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation.
 - vi. Current workload and how this contract will fit into your company's workload.
 - vii. Describe available facilities, technological capabilities and other available resources you offer for the project.
 - viii. Equipment owned by Contractor to be used under this contract
- c. Provide at least three (3) references and a maximum of five (5) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. All of the references must be from government entities for debris monitoring experience involving a minimum of 250,000 cubic yards of debris. References must include:
 - i. Contact name, address, e-mail address, & telephone numbers.
 - ii. Start and end dates of the contract.
 - iii. Description of services provided.
 - iv. Total cost of the services, estimated and actual.
 - v. Percentage of expenses reimbursed through FEMA for the debris management contract

4. Qualifications of Staff

- a. Provide an organizational chart.
- b. Resumes, and summary of staff qualifications.
- c. Key project staff (management staff including, but not limited to: project manager, collection and disposal operation managers, FEMA reimbursement specialist, etc.) must be full time employees of the Proposer and have experience in the following:
 - i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 250,000 cubic yards for each client. Demonstrated experience must have been obtained within the past five (5) years.

- ii. Documented knowledge and experience of Federal, State, and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.
- d. Personnel provided for:
 - i. TDMS locations
 - ii. Drop-Off Sites
 - iii. Field Monitors
 - iv. Supervisory and Administrative Support

5. Technical Approach

Provide a description of the proposer’s approach and understanding to the project, to include:

- a. Understanding of the City's needs, goals and objectives as they relate to the Services to be provided and the overall approach.
- b. Proposed approach to the project.
 - i. Startup procedures/requirement.
 - ii. Debris estimate methodology.
 - iii. Scheduling methodology (time line) for effectively managing and executing the work in the optimum time.
- c. Analysis of debris recovery operations.
- d. Management of the debris recovery contractors.
- e. Billing/invoices reporting procedures to FEMA and the County.
- f. ADMS Program
 - i. Program used and its key features (including its ability to integrate with other software programs).
 - ii. Types of electronic reports (including a maximum of 2 sample reports)
- g. Other available software or technology options

6. Training Program

Provide a copy of proposer’s internal training program.

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 that may be utilized during the term of this contract and the services they will provide.

9. 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 shall be submitted in a ***separate sealed envelope*** concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Form RFP-PT.

The Price Proposal shall 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 shall 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).

Price Proposals are submitted for the purposes of determining the successful proposers and establish the maximum potential value of the Agreement to be awarded by the Town. 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 shall determine the Successful Proposer(s).

Failure of the Proposer to provide all of the required pricing detail shall 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, shall 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 shall 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 shall be determined in accordance with the Town’s Procurement Ordinance.
12. The Town Manager shall 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 shall be evaluated according to the following criteria and respective weight:

- Qualifications, Experience, & Financial Stability of the Proposer Maximum 35 points
- Qualifications of Project Manager & Other Key Personnel Maximum 30 points
- Approach, Understanding, Scope & Response Maximum 25 points
- Technical Capabilities & Approach Maximum 25 points
- Price Proposal Maximum 15 points

SECTION 7 – RFP RESPONSE FORMS

7.1. RFP INFORMATION FORM

RFP NO. 2017-45: Disaster Debris Monitoring 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, shall 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

_____ shall 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, shall 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