REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING SERVICES

RFP No. 66-16-17

ADVERTISEMENT DATE
THURSDAY, FEBRUARY 22, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
MARCH 13, 2018 AT 3:30PM (LOCAL TIME)

SUBMITTAL DEADLINE
APRIL 10, 2018 AT 3:30PM (LOCAL TIME)

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or by calling toll free 1-800-711-1712 and request Document No. 66-16-17.

Contact Person: Phillip Ford
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886
The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Proposals from qualified and experienced firms to provide monitoring of disaster debris collection and disposal operations in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA).

Please submit one (1) original Proposal, five (5) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

“IMPORTANT - SOLICITATION ENCLOSED”
Disaster Debris Monitoring Services
RFP No. 66-16-17

The Solicitation Timetable is as follows:

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Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

CONE OF SILENCE

Please be advised that this Solicitation is subject to the City’s Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City’s Code of Ordinances prohibiting certain types of communication, as further described in Appendix “A” of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade
Purchasing Director
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Attachment “A” – Electronic Code of Federal Regulations – Procurement Standards
Attachment “B” – Appendix II to Part 200 Code of Federal Regulations
Attachment “C” – Public Assistance Debris Monitoring Guide FEMA 327 / October 2010

All of our contract forms are fillable and can be found on the City’s website at:

[http://northmiamifl.gov/departments/Purchasing/forms.aspx](http://northmiamifl.gov/departments/Purchasing/forms.aspx)

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1.0 SECTION 1.0
INSTRUCTIONS TO PROPOSERS /
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.
b) “Contract” means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
c) “Contractor” or “Vendor” means the Proposer or Respondent that is selected and awarded a Contract pursuant to this Solicitation.
d) “Proposal” means any and all documents submitted by a Proposer in response to this Solicitation.
e) “Proposer” or “Respondent.” Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
f) “Scope of Services” means the services to be provided by the selected Respondent under this Contract.
g) “Solicitation” means this Request for Proposal (RFP) document, and all associated addenda and attachments.
h) “Subcontractors” or “Sub-consultant” shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
i) “Work” or “Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 61,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form “A-1”) attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If
the Public Entity Crime Affidavit is not submitted as part of the Respondent’s Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5. PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City’s Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Interested firms may contact the City’s Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City’s web site (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.
1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City’s website (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be down loaded.

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk within five (5) business days after receipt by the bidder or offeror of the city’s notice of recommendation for award of contract. A written protest is considered filed when received by the city clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer’s right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City’s Clerk’s Office.

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.
1.15. **TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16. **SUBMITTAL AND OPENING OF PROPOSALS**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. **ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. **WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. **PUBLIC RECORDS AND EXEMPTIONS**

Please be advised that Proposals received by the City become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. **REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

a) When such rejection is in the interests of the City;

b) If such Proposal is deemed non-responsive;

c) If the Respondent is deemed non-responsible; or

d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. **REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal
requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Manager without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s result and recommendation for award shall be submitted to the City Manager for review by the Purchasing Department.

1.23. CITY MANAGER’S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;

b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right to award more than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous
contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builders for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Appendix "A").

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk’s Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. Failure to comply with this requirement shall render the Proposal non-responsive. Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.
All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.31 PROPRIETARY/CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.32 LOCAL VENDOR PREFERENCES

Not Applicable

1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.35 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating that “wage rates and other factual unit cost supporting the compensation are accurate, complete and current” prior to Contract execution.

1.36 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.37 ATTORNEYS’ FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.38 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.39 CONSTRUCTION SERVICES

Not Applicable.

1.44 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

Further, the City may, accept parts of any and all responses and further negotiate project scope and fees.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.
The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

END OF SECTION
SECTION 2.0
BACKGROUND AND SPECIAL CONDITIONS

2.1 INTRODUCTION

The City of North Miami is soliciting Proposals from qualified and experienced firms to provide monitoring of disaster debris collection and disposal operations in accordance with applicable regulations of the Federal Emergency Management Administration (FEMA).

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200. All awarded Contractors must take affirmative steps to utilize small and minority business and women’s business enterprises, and labor surplus area firms are used when possible in accordance CFR Part 200, Subsection 200.321. Please refer to Attachments A – D for all applicable Federal Requirements.

NOTE: This solicitation is not a request for Emergency Debris Removal and Disposal Services. The City maintains contract(s) with contractor(s) to provide those services. This RFP is specifically for Emergency Debris Monitoring Services. Proposers shall not include proposals that include Debris Removal and Disposal Services.

The intent of the City is to select up to three (3) firms to provide the desired services in the roles of primary, secondary and tertiary vendors. However, this intention does not obligate the City to award any resulting contract to more than one Proposer.

Contract(s) issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

2.4 TERM OF CONTRACT

The initial term of this Agreement shall be for three (3) years commencing on the date stipulated on the executed Contract, which will specify the date on which the Contractor shall commence providing operations and management services. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond the current Contract period to ensure continuity of services.

2.5 OPTION TO RENEW

Prior to, or upon completion, of the initial contract term, the City Manager or his designee, reserves the option to renew this Contract for two (2) additional one (1) year periods, at terms and conditions that are mutually acceptable. At a minimum, each renewal of this Contract is contingent upon continued satisfactory performance by the Successful Proposer(s) in accordance with the Scope of Services stated herein. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) days beyond any exercised renewal period to ensure continuity of services.
2.6 **METHOD OF AWARD**

See Section 4 for method of evaluation and award.

2.7 **MINIMUM REQUIREMENTS**

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as “NON-RESPONSIVE”.

Those qualifications are as follows:

- Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records. Respondents submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

- **MINIMUM NUMBER OF COMPLETED PROJECTS**
  - Respondent must have completed a minimum of three (3) projects of similar size to the City of North Miami, scope and complexity as detailed herein. Documentation for the five projects should include the following information:
    - Name of the Project
    - Date range of Project (Start Date/End Date)
    - Name of entity for which services were provided
    - Entity’s main contact name, phone and email
    - Description and details of the Project

- **YEARS IN BUSINESS**
  - Respondent must provide proof of being incorporated as a business of providing the services detailed herein for at least five (5) years. The City will require proof that a Proposer is an established business operating in compliance with all local, state and federal laws.

- **REFERENCES**
  - Respondent must provide at least two (2) references of clients to which it has provided Debris Monitoring Services within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed **Form A-14**.

**Note:** Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.
2.9 INSURANCE AND INDEMNIFICATION

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

- Workers' Compensation Insurance – Statutory Limits and Employer's Liability Insurance - $1,000,000
- Commercial General Liability Insurance - $1,000,000 per occurrence, to include personal advertising injury.
- Automobile Liability Insurance – $1,000,000 combined single limit bodily injury & property damage.

The successful Proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Proposer shall guarantee all required insurances remain current and in effect throughout the term of contract. Successful Proposer shall ensure that contractors / subcontractors engaged by Proposer carry insurance equal to or exceeding that required of Proposer (excluding professional liability), and naming the City of North Miami as additional insured.

Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors.

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

2.10 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation the Respondent shall furnish the labor, materials, and coordination of services for satisfactory Contract performance.
2.11 **COUNCIL MEETING**

The selected Respondent(s) (Vendors) must be available to attend City Council meetings when required. Contractor(s) must be prepared to answer any questions and/or provide a presentation (using presentation boards, PowerPoint or handouts) if requested by Council and/or authorized City representatives.

2.12 **CONTACT INFORMATION**

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Services of this Request for Proposals must be submitted in writing by email. The Solicitation number and Solicitation title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after the deadline indicated in the Solicitation Timetable.

2.13 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:**

The City Manager reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.

2.14 **EXECUTION OF CONTRACT**

The execution of a Contract is required to be executed between the City and selected Vendor following the selection and approval of same by the Mayor and City Council, at a duly noticed public meeting.

END OF SECTION
SECTION 3.0
SCOPE OF SERVICES

3.1 BACKGROUND

The City requires the services of a debris-monitoring Contractor to support the oversight and management of debris recovery contractors. In addition, the Contractor will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the City. Other services may include facilitating communication with FEMA, FHWA, NRCS, other federal agencies, the State of Florida, Miami-Dade County and coordination with state insurance representatives.

3.2 ADDITIONAL DEFINITIONS

Refer to Section 1.1 for the meaning of various abbreviations, acronyms and terms used, but not defined in this Section.

The term “Chipping” shall mean reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably. Chipping and mulching are often used interchangeably.

The term “Clean As You Go Policy” shall mean clearing all debris from each street or work zone on the first pass, whenever possible.

The term “Contract Manager” shall mean the City’s representative duly authorized by the City Manager to provide direction to the DMC regarding services provided pursuant to this RFP.

The term “Construction and Demolition Debris (C&D)” shall mean damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

The term “Debris” shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

The term “Debris Clearance” shall mean the clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

The term “Debris Management Contractor” shall mean the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees, retained by the City to monitor debris removal contractor(s) pursuant to their contracts with the City and to ensure compliance with FEMA requirements.
The term “**Debris Management Site (DMS)**” shall mean a location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

The term “**Debris Monitoring**” shall mean actions taken by applicants to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.

The term “**Demolition**” shall mean the act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

The term “**Debris Disposal**” shall mean placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center. All locations will be contained within an approximate 30-mile radius.

The term “**Drop Off Site**” shall mean a site established for residents of the City to drop off debris.

The term “**Debris Removal**” shall mean picking up debris and taking it to a temporary storage site or permanent landfill. All locations will be contained within an approximate 30-mile radius.

The term “**Electronic Waste (E-Waste)**” shall mean loosely discarded, damaged, obsolete or broken electrical or electronic devices including, but not limited to, computers, computer monitors, television and microwaves.

“**FDEP**” means the Florida Department of Environmental Protection.

“**FDOT**” means the Florida Department of Transportation.

“**FEMA**” means the Federal Emergency Management Administration.

“**FFWC**” means the Florida Fish and Wildlife Conservation Commission.

“**FHWA**” means the Federal Highway Administration.

The term “**Force Account Labor**” shall mean labor performed by the applicant’s permanent, full time, or temporary employees.

The term “**Garbage**” shall mean waste that is regularly picked up by the government agency. Example: food, plastics, wrapping, papers.

The term “**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.

The term “**Hazardous Waste**” shall mean material 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 Environmental Protection Agency:
a) Toxic  
b) Flammable  
c) Corrosive  
d) Reactive

The term **"Household Hazardous Waste"** shall mean used or leftover contents of consumer products that contain chemicals with one or more of the following characteristic as defined by the Environmental Protection Agency:

a) Toxic  
b) Flammable  
c) Corrosive  
d) Reactive

Examples of household hazardous waste includes small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline oils, swimming pool chemicals, pesticides, propane gas cylinders.

The term **"Hazardous Stump"** shall mean 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.

The term **"Infectious Waste"** shall mean waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

The term **"Legal Responsibility"** shall mean the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

The term **"Mixed Debris"** shall mean 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.

The term **"Mulching"** shall mean the process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.

The term **"Mutual Aid Agreement"** shall mean a written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

The term **"National Response Plan (NRP)"** shall mean a plan developed to facilitate the delivery of all types of Federal assistance to States following a
disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal, and local efforts.

The term “**NB Debris**” includes, but not limited to, treated timber, plastic, glass rubber products, metal products, sheetrock, cloth items, non-wood building materials and carpeting. Some non-burnable debris is recyclable.

The term “**Notice to Process**” shall mean the written given by the City Manager (or designee) to the DMC of the date and time for work to commence.

“**NRCS**” means Natural Resources Conservation Service.

“**OSHA**” means the United States Department of Labor’s Occupational Safety and Health Administration.

The term “**Outbuilding**” shall mean any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

The term “**Piggyback Contract**” shall mean a contract let by a government entity, which is adopted and extended for use by another government entity.

The term “**Project Manager**” shall mean the DMC’s representative authorized to make and execute decisions on behalf of the DMC.

The term “**Recycling**” shall mean the recovery and reuse of metals, soils, and construction materials that may have a residual monetary value. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.

The term “**Right of Entry**” as used by FEMA, shall mean the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

The term “**Rights-of-Way**” shall mean the portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.

The term “**Scale/Weigh Station**” shall mean a scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

The term “**Storage Sites**” shall mean the location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.

The term “**Stumps**” shall mean tree stumps with base cut measurements less than two (2) feet in diameter will be disposed of with the same methods used for other burnable debris. Tree stumps larger than two (2) feet in diameter will be disposed of by either splitting and burning or chipping/griding. The method will be
at the discretion of the Bidder. Hazardous stump extraction and removal to be performed in accordance with FEMA DAP 9523.11.

The term “Temporary Debris Management Site (TDMS)” shall mean a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

The term “Tipping Fee” shall mean a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

The term United States Army Corps of Engineers (USACE) shall mean a component of the United States Army responsible for constructing and maintaining military installations and other government owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

The term “Vegetative Debris” shall mean clean, woody debris and other organic materials that can be chipped and mulched.

The term “White Goods or White Metals” shall mean discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes, dryers and water heaters.

3.2 SCOPE

A. Debris Monitoring Services

I. Disaster Response Administrations and Documentation

Upon notification by the City, the Contractor shall within 24 hours of request for services, submit a list of personnel to be used for each contracted event. The list will include names, addresses, phone numbers, cell numbers, and driver’s license numbers and job assignment areas. The Contractor shall update the list daily for any changes such as additions or deletions of staff. Any changes in key personnel such as but not limited to: Project Manager and/or Field Supervisors must be approved by the City.

A Project Manager who shall be responsible for the overall monitoring of debris contractors and the management of the Contractor’s monitoring team shall be the City’s point-of-contact. At the discretion of the City, the Project Manager may be physically located in the Satellite Emergency Operations Center (EOC) or other locations specified by the City. The Project Manager shall assign an Operations Manager to oversee each debris recovery contractor. The Project Manager will be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager’s responsibilities include:

a. Coordinating daily briefings, work progress, staffing, and other key items with the City.

b. Scheduling work for all team members and contractors on a daily basis.

c. Scheduling and managing field staff.
d. Monitoring recovery contractors’ progress and making/implementing recommendations to improve efficiency and speed up recovery work.

e. Assisting the City with responding to public concerns and comments.

f. Conducting safety inspections.

g. Ensuring compliance with contracts by all subcontractors.

h. Scheduling and running periodic meetings with field staff and contractors.

The Contractor shall be prepared to staff a Project Management Team consisting of the following members; however, final determination of staffing will be made by the City depending on need:

i. Project Manager

ii. Operations Managers

iii. FEMA Coordinator

iv. Scheduler/Expediter

v. GIS Analyst

vi. Field Supervisors

vii. Debris Site/Tower Monitors

viii. Environmental Specialist

ix. Project Inspectors (Citizen Site Monitors)

x. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)

xi. Billing and Invoice Analysts

xii. Administrative Assistants

xiii. Field Coordinators (Crew Monitors)

B. Services Provided by Contractor Include:

I. Operational Reports and Record Documentation

The Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors’ activities and progress from the previous day and shall be submitted by 10:30 a.m. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

a. Contractor name

b. Contract number

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

d. GIS mapping data updates and digitized reports.

e. All GIS layers required will be provided to the Contractor by City of North Miami Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data must be in an ESRI format 10.2 8.3 or higher version. Personnel geodatabase is acceptable based on size restraints.

f. Data exports on a monthly basis should be at a minimum SQL server version 2000. Check with IT.

g. Scanned documents should be at a minimum 300 dpi and in jpg, tiff or pdf file format.
II. Method and Times of Payment

The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing no later than thirty (30) days after debris removal contractor(s) submittal to the successful Contractor of this solicitation. The Contractor agrees that under the provisions of the resulting contract, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Disaster Debris Monitoring Services, the Contractor shall bill the City monthly. All invoices shall be supported by copies of payroll distribution, receipts, bills or other documents reasonably required by the City.

III. Technical Expertise and Guidance - As directed by the City, the Contractor shall provide:

a. Development of debris plan to include staff training.
b. Technical support and assistance in developing public information.
d. Other reports and data as required by the City.
e. Aerial photographs per City of North Miami Public Works specifications will be flown monthly (of the debris sites or other areas if designated or requested by the City).

C. Other Services – As directed by the City, the Contractor may provide the following:

1. Training and Assistance: Sessions for all key City personnel and assistance in all disaster debris recovery-planning efforts as requested.
2. Preliminary Safety Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying hangers, leaners, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
3. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
4. Digitization of all source documentation (such as load tickets and supplies to the City with each invoice).

D. Final Report

A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the City Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation
of sites, closure of sites and conclusions of all related operations. At a minimum, the following information will be included in this report:

1. Discussion of disaster response requirements and results.
2. Recommendations for future disaster response strategies.
4. Log books and all other data taken during the implementation of the Disaster Response Plan.

E. Meetings and Communications

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, Contractor will meet with City representatives as directed by and coordinated with the City. Contractor will attend a pre-proposal conference for the debris recovery contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Contractor must provide minutes of all meetings to the City Project Manager. Minutes shall be provided within three (3) business days after the meeting occurs.

G. Field Monitoring

Contractor will provide a **Quality Control Team** consisting at a minimum of two monitors per Debris Management Site and one monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the City through their management team. They shall be equipped with state–of-the-art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

I. Response Time/Mobilization

The Contractor shall comply with the following requirements:

a. Reporting to Satellite EOC – The project manager, and at his discretion other key personnel, shall report to the EOC at a minimum of 24 hours prior to a hurricane event, if requested by the City. For other natural or manmade disasters, the Contractor shall report within six (6) hours after notification.

b. Debris Management Sites – The Contractor shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of Debris Management Sites. At a minimum monitoring shall consist of the following personnel:

1. Two staff per debris site
2. Final determination of staffing for debris recovery crews will be made by the City as required by the field environment.
II. Responsibilities of the Quality Control Team:

The responsibilities of the quality control team include:

a. Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.

b. Inspecting means and methods to measure and record work and recommending changes that may be needed.

c. Stopping work in progress that is not being performed or documented in the appropriate manner.

d. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

e. Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.

f. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.

g. Maintaining digital photo documentation of recovery work on a weekly basis. All photographs presented shall show the address, description in detail of hangers, stumps and leaners removed. The team shall photograph every stump and leaner removed as well as a random sample of hangers removal activities and GPS coordinates.

h. Aerial Photography on a monthly basis, if requested by the City.

H. Review, Permits, Licenses and Certificates

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, The Contractor will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits

2. Clean Water Act (NPDES) Permits – emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and stormwater management permit

3. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

4. TDSRS and Final Disposal permits or authorizations form FDEP and the County DERM if appropriate. All final disposal sites must be pre-approved by the City.

I. Assessment of Debris Accumulation In Drainage Canals
Contractor will assist the City in assessing and documenting the debris accumulation and safety issues in City of North Miami Drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

J. Work Force

The selected Contractor shall utilize local work force as available, as travel and lodging are not covered by the City.

K. Event Closure

Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors. The Contractor will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

3.3 SCHEDULE

Contractor will provide continuous services for a not-to-exceed fee (to be negotiated) and for the period specified in the notice to proceed. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on Appendix A (Fee Schedule) herein. Should these services be required for a longer period, Contractor will prepare and submit a Proposal for additional costs, consistent with the rates in the Cost Proposal Forms. A revised cost will be negotiated. Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

3.4 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

a) Issue or permit to be issued any press release, advertisement or literature of any kind, which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.
3.5 MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and prompt cooperation by the Contractor in all aspects of the Services.

b) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

c) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

d) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

e) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Services herein.

3.6 TERMINATION AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney’s fees.

EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
iv. the Contractor has failed to obtain the approval of the City where and/or when required;
v. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

b) When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform the Services or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City’s request, provide adequate assurances to the City, in writing, of the Contractor’s ability to perform in accordance with the terms and conditions stated herein. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed timeframe, the City may:

i. treat such failure as a repudiation of this Agreement; and
ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

3.7 NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the City, the City may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City’s reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City’s rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

3.8 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
b) such other direct damages.

END OF SECTION
SECTION 4.0
EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

4.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, proposed products, video management solutions, and price proposal of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 4.3.

4.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor, if any.

EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Qualifications of the Firm – Section 5.1 (4)</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Proposed Approach, Understanding of and Response to Scope – Section 5.1 (5)</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Similar Projects Completed by the Proposed Project Manager and other Key Personnel – Section 5.1 (6)</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Proposed Cost – Section 5.1 (7)</td>
<td>25</td>
</tr>
<tr>
<td>5</td>
<td>References – Section 5.1 (8)</td>
<td>10</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
4.4 COMMITTEE INTERVIEWS
Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent’s proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City/Agency will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

4.5 NEGOTIATIONS
The City may award a Contract to the highest ranked firm(s) based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer’s best terms from a monetary and technical standpoint.

Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION
SECTION 5.0
PROPOSAL FORMAT

5.1 INSTRUCTIONS TO RESPONDENTS

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be marked “ORIGINAL”. The document package copies should be individually bound. CD’s must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared in a clear and concise manner, addressing the requirements according to the instructions provided in this Solicitation.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as “ORIGINAL”).
- Five (5) duplicate copies.
- One (1) CD’s or DVD’s (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

Proposals shall be submitted in sufficient detail to permit the City/Agency to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

A “tab” should be provided for each section as follows:

1. Cover Page
   The title page should include the name of the respondent's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City/Agency’s account, date, and the subject and signature page. (See Section 7.0)

2. Table of Contents
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Business Structure
   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of corporate information (if applicable) indicating when corporation was organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.
4. **Qualification of the Firm – 25 Points**
Provide a description and history of the firm, focusing on previous governmental experience.

- Five (5) years experience demonstrating capacity and expertise in Disaster Debris Monitoring services.
- Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement procedures / processes.
- Five (5) years experience and demonstrated knowledge of environmental requirements.
- Five (5) years experience in all aspects of emergency management, to include procurement, operations, planning, contract management and accounting systems.
- Documentation of location and resources available at operating office:
  a) Complete address of office location
  b) Specific information resources regarding the location to include:
     i. Number and disciplines of professional and technical personnel
     ii. Equipment: Include any specialized equipment considered necessary for this service and other routine office equipment.
- Provide a copy of Proposers internal training program.

5. **Proposed Approach, Understanding of and Response to Scope – 20 Points**
Provide a description of the proposer’s approach to the project, to include startup procedures / requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing / invoices reporting procedures to FEMA and the City.

Proposers may offer alternative solutions / options to achieve successful completion of the scope of work herein

6. **Similar Projects Completed by the Proposed Project Manager and other Key Personnel – 20 Points**
Provide a description of the Project Manager's and other Key Personnel experience in the following:

- Experience demonstrating current capacity and current expertise in Disaster Debris Monitoring Services. Must demonstrate experience as a project manager or equivalent capacity managing hurricane debris monitoring for a government entity involving a minimum of 250,000 cubic yards of debris.
7. **Proposed Cost – 25 Points**

Proposer must complete all sections of the Cost Proposal Form. The hourly rates must include all costs associated with the performance of the contract as a result of this RFP and must include overhead and profits, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials and items. All proposing firms must provide an hourly rate for every item listed and include any additional positions (and attach job descriptions) that the Proposer can provide and recommends for providing the services detailed in this RFP.

8. **References -10 Points**

Respondent must provide at least two (2) references of clients to which it has provided Debris Monitoring Services within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14.

**END OF SECTION**
SECTION 6.0
COST PROPOSAL FORM
COST PROPOSAL FORM

Labor Rates for the services requested by the City of North Miami are shown below. Proposers may offer other required positions as necessary with the written approval of the City’s Project Manager. All such positions and applicable hourly rates shall be included with job descriptions.

<table>
<thead>
<tr>
<th>Title Role</th>
<th>Hourly Rate (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
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<tr>
<td>Operations Manager</td>
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<tr>
<td>FEMA Coordinator</td>
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<tr>
<td>Scheduler / Expediters</td>
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<tr>
<td>GIS Analyst</td>
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<tr>
<td>Field Supervisors</td>
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<tr>
<td>Debris Site / Tower Monitors</td>
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<tr>
<td>Environmental Specialist</td>
<td></td>
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<tr>
<td>Project Inspectors (Citizen Site Monitors)</td>
<td></td>
</tr>
<tr>
<td>Project Inspectors (Load Ticket Data Entry Clerks)</td>
<td></td>
</tr>
<tr>
<td>Billing and Invoicing Analysts</td>
<td></td>
</tr>
<tr>
<td>Administrative Assistants</td>
<td></td>
</tr>
<tr>
<td>Field Coordinators (Crew Monitors)</td>
<td></td>
</tr>
</tbody>
</table>

1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Authorized Company Representative (Print Name)       Date

Signature                                               Title
SECTION 7.0
COVER PAGE & CONTACT INFORMATION
**COVER PAGE & CONTACT INFORMATION**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

<table>
<thead>
<tr>
<th>Legal Name of Proposer(s):</th>
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</table>

<table>
<thead>
<tr>
<th>Federal Employee Identification (FEIN) Number:</th>
</tr>
</thead>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Mailing Address:</th>
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</table>

<table>
<thead>
<tr>
<th>City, State, Zip Code:</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
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<table>
<thead>
<tr>
<th>Title:</th>
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<table>
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<tr>
<th>Email Address:</th>
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<table>
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<tr>
<th>Telephone Number:</th>
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<table>
<thead>
<tr>
<th>Fax Number:</th>
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<td></td>
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</table>
I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: ___________________________________________________________

Authorized Signature: ________________________________________________________

Title of Officer: ____________________________________________________________
Section 8.0
Minimum Qualifications and Proposal Submittal Checklist
## Section 8.0

### Minimum Qualifications and Proposal Submittal Checklist

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.)</td>
<td>Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.</td>
<td>Submit Copy of Active Sunbiz.org Registration [ ]</td>
</tr>
<tr>
<td>2.)</td>
<td>Respondent must have completed a minimum of three (3) projects of similar size to the City of North Miami, scope and complexity as detailed in Section 2.7.</td>
<td>Submit Verifiable Documentation Firm has completed three (3) Debris Monitoring Projects [ ]</td>
</tr>
<tr>
<td>3.)</td>
<td>Respondent must provide proof of being incorporated as a business of providing the services detailed herein for at least five (5) years.</td>
<td>Submit Verifiable Documentation Firm has been in business for a minimum of five (5) years [ ]</td>
</tr>
<tr>
<td>4.)</td>
<td>Respondent must provide at least two (2) references of clients to which it has provided tennis facility operations/management within the last ten (10) years.</td>
<td>Submit Form A14 [ ]</td>
</tr>
</tbody>
</table>
NARRATIVE DESCRIPTION
PROPOSAL SUBMITTAL CHECKLIST

This checklist is provided for the Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist is not a comprehensive list of all documents to be submitted as part of the Respondent’s proposal and may not necessarily include all of the requirements listed throughout this Solicitation.

Company Name: ____________________________________________

Each item listed below should immediately follow this checklist, in said order:

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section One: Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cover Page/Information Sheet/Signature Page</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submittal Checklist</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section Two: Narrative Description</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposal Letter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>State of Florida active Sunbiz report (if applicable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current Registrations and/or Certifications</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section Three: City Contract Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A-1 Public Entity Crimes Affidavit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-2 Non-Collusive Proposal Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-3 Local Preference Affidavit (if applicable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-3(a) Subcontractor Local Preference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-5 Acknowledgement of Addenda</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-6 Disclosure of Sub-contractors &amp; Suppliers (if applicable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-7 Insurance Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-14 References</td>
<td></td>
</tr>
</tbody>
</table>

All of the City Contract Forms can now be found on our website. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

http://www.northmiamifl.gov/departments/purchasing/forms.aspx
Appendix A

Cone of Silence Ordinance
Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

1. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city’s professional staff including, but not limited to, the city manager and his or her staff;

2. Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city’s professional staff including, but not limited to, the city manager and his or her staff;

3. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

4. Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

5. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

1. Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

2. Communications with the city attorney and his or her staff;
(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.