



## REQUEST FOR QUALIFICATIONS

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### DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES PRE-QUALIFICATION RFQ No. 15-17-18

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**ADVERTISEMENT DATE**  
THURSDAY, FEBRUARY 22, 2018

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**  
MONDAY, MARCH 19, 2018 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

**BID SUBMITTAL DEADLINE**  
MONDAY, APRIL 9, 2018 – BY NO LATER THAN 3:30 PM (LOCAL TIME)

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AT

**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116**

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or by any other method of delivery.

Copies of this Solicitation document may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **No. 15-17-18** or may be downloaded from the City's Purchasing Department website at [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

Contact Person: Heylicken Espinoza, Purchasing Agent  
Email: [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov)



The City of North Miami, Florida (“City”) is seeking to pre-qualify experienced Vendors to provide loading, hauling, reduction and disposal of debris resulting from a declared emergency in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA).

Please submit one (1) original Proposal, five (5) copies of the 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 mark the Proposal submittal envelope(s) clearly as follows:**

**“IMPORTANT, SOLICITATION ENCLOSED  
Disaster Debris Removal and Disposal Services Pre-Qualification  
RFQ No. 15-17-18”**

The Solicitation timetable is as follows:

Event	Date	Time
Advertisement Date	Thursday, February 22, 2018	
Deadline for Receipt of Questions and Request for Clarifications	Monday, March 19, 2018	3:30 pm
Deadline for Bid Submittals	Monday, April 9, 2018	3:30 pm
City Council Award Date	To Be Determined	

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

**CONE OF SILENCE ORDINANCE**

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix “A”** for further information).

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

[http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

We look forward to your participation in this Solicitation.

Sincerely,

*Alberto Destrade*

Alberto Destrade  
Purchasing Director

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### Attachments

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
Attachment “D”	Public Assistance Debris Management Guide FEMA 325 / July 2007
Attachment “E”	Disaster Assistance Policy (DAP) 9523.11 – Hazardous Stump Extraction and Removal Eligibility, Hazardous Stump Worksheet, and Stump Conversion Table.
Attachment “F”	Form FHWA 1273 – Required Contract Provisions Federal-Aid Construction Contracts
Attachment “G”	Sample Quote Exercise Form

**All of our Contract forms can be found on our website at:**

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1** Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- A-2** Non-Collusive Bid Certificate
- A-4** Questionnaire
- A-5** Addendum to Bid Documents (*if applicable*)
- A-6** Proposer’s Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7** General Insurance Requirements
- A-14** References

# SECTION 1.0

## INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive Officer of the City or his designee.
- d) "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 Contractor.
- e) "Contractor" or "Vendor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.
- f) "Department" means a department of the City, as may be designated herein.
- g) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- h) "Proposer" or "Respondent." All Contractors, consultants, organizations, respondents or other entities submitting a response to this Solicitation.
- i) "Scope of Services" or "Scope of Work" means the services to be provided by the selected Respondent under this Contract.
- j) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- k) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
- l) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Vendor in fulfilling its obligations to the City, under a Contract.

### 1.2 CITY OVERVIEW

North Miami, Florida (est. pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City of 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 550+ 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 Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will 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")* referenced in 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 may be deemed non-responsive to the Solicitation requirements.

### 1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, 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 of such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

### 1.6 LOBBYING

All Respondents, their agents and proposed Sub-consultants or Subcontractors, are hereby placed

on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential Sub-consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

**1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, the City may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants 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 the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is 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 INQUIRES**

Interested Respondents 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 [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov).

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

**1.9 ORAL REPRESENTATION**

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

**1.10 ADDENDA**

If any Solicitation revisions become necessary the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.**

**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**

Respondents should refer to Section 7-158 of the City Code for provisions relating to protest of Solicitations and awards.

**1.13 CONTRACT**

The selected Respondent understands that this Solicitation or the response 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.

It is further understood that any oral presentations or modifications concerning the Contract shall be of no force or effect, and that the Contract may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

**1.14 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission 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 RESPONSE SUBMISSION AND OPENING**

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.

Receipt of a response 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 submission of a Proposal to the City.

### **1.18 WITHDRAWAL OF RESPONSE**

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

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

### **1.19 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing 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. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning Contract awards, or thirty (30) days after the response opening, 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:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsible; or
- (4) If the Proposal contains any materials irregularities.

Minor irregularities contained in response 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 EVALUATION COMMITTEE**

An Evaluation Committee shall be assembled in accordance with the guidelines found in 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 pursuant to the criteria outlined in this Solicitation. The Committee may choose to recommend the highest ranked Respondent(s) for award by the City Council, based solely on their review and evaluation of Proposals, **or** the Committee may instead choose to interview one or more Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's final results and recommendation for award shall be submitted for review and approval by the City Manager and for subsequent award by the City Council.

### **1.22 REVIEW OF PROPOSAL 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(s) as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

### **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-Builder 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 following issuance of the 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.

**1.28 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement may render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City (**See "Form A-6"**).

**1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application from our website at <http://www.northmiamifl.gov> it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc.

during the performance of any Contract obtained as a result of this RFQ.

### **1.30 EXCEPTION TO THE SOLICITATION**

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 RFQ. 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**

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

### **1.32 LOCAL VENDOR PREFERENCE**

Not Applicable.

### **1.33 RULES, REGULATED 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. Respondent are presumed to be 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 MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

### **1.35 TRUTH IN NEGOTIATION STATEMENT**

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of Contracting".

### **1.36 REVIEW OF SOLICITATIONS**

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an notice of an intend to award is announced, whichever is earlier. After said time, Respondents may request documents or make an appointment to review submittals.

### **1.37 LATE SUBMISSIONS**

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

### **1.38 SOLICITATION OPENING**

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2<sup>nd</sup> floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

### **1.39 ATTORNEYS' FEES**

In the event of any dispute arising under or related to the Contract, 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.

### **1.40 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 Contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

### **1.41 CONTRACTOR OBLIGATIONS**

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the



contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

**1.42 TERMINATION FOR CAUSE AND FOR CONVENIENCE**

The City, at its sole discretion, reserves the right to terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to the notice of termination. The City shall be the sole judge of "reasonable costs".

**1.43 OSHA**

The Vendor warrants that the product and services supplied to the City of North Miami, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Vendor responsible for same.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this Solicitation is to pre-qualify potential Vendors for the loading, hauling, reduction and disposal of debris resulting from a declared emergency. Vendors meeting or exceeding the criteria established in this Solicitation may be placed on a Pre-Qualification List that may be accessed by the City in order to obtain price quotations for the removal of debris during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks.

This Request for Qualifications is being issued 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 business enterprises, and labor surplus area firms are used whenever possible in accordance with CFR 200, Subsection 200.321. **Please refer to Attachments A-F for all applicable Federal Requirements.**

### **2.2 SEALED PROPOSALS**

One (1) original, five (5) hardcopies, and one digital copy (on a CD or USB flash drive) of the completed Proposal must be submitted in a sealed envelope clearly marked with the Solicitation title and number to the Office of the City Clerk, North Miami City Hall, 776 NE 125th Street, North Miami, Florida 33161 by no later than 3:30 p.m. local time on Monday, April 9, 2018.

### **2.3 LATE SUBMITTALS**

The City of North Miami shall not accept Proposals received after the deadline for submittal of Proposals and encourages early submittal.

### **2.4 TERM OF CONTRACT**

The initial term of this Contract shall be for three (3) years commencing on the date stipulated on the executed Contract. 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 PROPOSER QUALIFICATIONS**

To be considered eligible for this Solicitation, the Respondent must demonstrate that it meets the qualifications and has the experience, capacity and resources to successfully execute the Work described herein. Any Respondent that fails to meet all of the following

requirements may be deemed “NON-RESPONSIVE”. As part of their Proposal, Respondents must submit documentation that demonstrates compliance with the following criteria:

- a) Respondents must be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.

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.

- b) Respondents must provide acceptable proof (i.e. current and previous occupational licenses) of having been an established, duly licensed firm engaged in business anywhere in the United States within any one of the activities listed below, for a minimum period of five (5) years as of the date of issuance of this Request for Qualifications, and operating with hauling equipment as standard in of the following categories:

1. Bulk hauling of debris, or fill
2. Construction involving land clearing
3. Demolition
4. Trash and garbage hauling
5. Marine Debris

- c) Respondent must possess and submit a copy of a General Hauler Permit pursuant to Section 15-17 of the Miami-Dade County Code. At a minimum, one vehicle must be permitted at the time of prequalification. If the Contract is activated in an emergency, then all vehicles used must comply with Section 15-17 of the Miami-Dade Code.

- d) **References (Form A-14):** Bidder must provide a list of at least two (2) commercial or government accounts for which it has provided services in any of the categories shown in section 2.6(b) above, within the past ten (10) years. At least one account should be a government agency. Project references must include the following information:

1. Name and address of agency.
2. Contact information for the agency liaison, including name, title, telephone number and email address.
3. Service information including dates of commencement and completion, scope of work summary and actual cost.

**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.

## **2.7 METHOD OF AWARD**

All pre-qualified and selected Respondents will be placed on a “Pre-Qualified List of Vendors” which will be utilized for future spot market purchases on an as needed basis in accordance with the procedures detailed in Section 2.9 below. See Section 4.0 for additional information relating to evaluation and award.

## **2.8 CONTACT INFORMATION**

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department at (305)895-9886 or via e-mail at

[purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Such contact is to be for clarification purposes only. Any questions or requests for clarification pertaining to the specifications or Scope of Services of this Request for Qualifications must be submitted in writing via e-mail to [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). 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 found on page 2 of this Solicitation.

## 2.9 **PRICING**

All prequalified Vendors will be invited to participate in spot market quotes for removing emergency debris from the area(s) identified by the City through the issuance of an Invitation to Quote (see **Attachment "G"** for sample) by the Purchasing Department. This process may occur at any time during the duration of the Contract and at a frequency determined by the City. At a minimum, pricing will be requested annually, approximately four (4) weeks prior to the commencement of the regional hurricane season (June 1<sup>st</sup>). **All quotes received during this exercise must be accompanied by a bid bond in the amount of 5% of the total bid amount submitted.**

Once pricing is evaluated, the City will identify and award three (3) prequalified Vendors offering the lowest price in the aggregate. These awarded Vendors will be engaged as the Primary, Secondary and Tertiary Vendors to provide the City with disaster debris removal and disposal services. These Vendor designations will remain in effect for one (1) year, or until such time that the City determines that further spot market quotation exercises are desirable. The Primary Vendor will be given the first opportunity to perform in the event of an emergency.

Immediately following a disaster, the City's user departments may contact the Primary Vendor for the removal of debris on an as needed/where needed basis and identify the activated areas.

The City shall retain the option to activate whatever areas it deems appropriate, consistent with the disaster, and to assign the work in accordance with the provisions of this Solicitation. This may include activation of the Secondary and/or Tertiary Vendors if deemed necessary by the extent of the disaster situation and/or level of debris.

The awarded Vendor(s) shall deliver equipment necessary to perform the work required to conjunction with this Contract within the timeframe specified in the Invitation to Quote.

Trucks and/or equipment which are designated for use under this Contract shall not be used for any other work during the designated hours of work for this Contract. The awarded Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during this period of this Contract. Under no circumstances will the awarded Vendor(s) mix debris hauled for others with debris hauled under this Contract.

## 2.10 **INSURANCE**

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

### **2.10.1 COMMERCIAL GENERAL LIABILITY**

With minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include premises, operations, independent subcontractors, personal and advertising injury and medical expense Commercial

General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include Contractual liability, personal & advertising injury, and products/completed operations.

### **2.10.2 COMMERCIAL AUTOMOBILE LIABILITY**

With minimum limit of **\$1 Million**, covering any auto including non-owned, hired or leased.

### **2.10.3 WORKER'S COMPENSATION**

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.**

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor 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. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor 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 an agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors

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

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

**The Contractor must submit the above referenced insurance certificate(s) to the City by no later than ten (10) days from notice of award and prior to execution of the Contract naming the City of North Miami as additional insured.**

**2.11 BID BOND AND PERFORMANCE & PAYMENT BONDS**

All bids received during the Invitation to Quote exercise detailed in Section 2.9 above and Attachment "G" must be accompanied by a bid bond in the amount of 5% of the total bid submitted.

Immediately following the Invitation to Quote, the awarded Vendor(s) (Primary, Secondary and Tertiary) to whom the Contract has been awarded must furnish to the City performance and payment bonds for 100% of the total awarded amount. Moreover, all bonds must be executed by a surety company authorized to do business in the State of Florida and that complies with the requirements of Florida Statutes 287.0395.

In lieu of submitting a bid bond, as well as performance and payment bonds, the awarded Vendor(s) may submit money orders, certified checks, cashier's checks or irrevocable letters of credit, made payable to the City of North Miami, in the appropriate dollar amount of the bid bond and/or performance and payment bonds. If an irrevocable letter of credit is used, it must be issued by a bank located in Miami-Dade County for the requisite dollar amount and should clearly state that it cannot be revoked until express written approval has been given by the City. To draw on same, the City would simply have to give written notice to the bank with a copy to the awarded Bidder.

**2.12 PERMITS, LICENSES AND FEES**

The awarded Vendor shall obtain all licenses, permits and inspections required to complete the Work under this Contract and shall comply with all laws, ordinances, regulations and code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Vendor for failure to obtain required licenses, permits or inspections shall be borne by the Vendor.

**2.13 FEDERAL AND STATE REGULATIONS**

The awarded Vendor shall comply with all applicable federal, state and local rules and regulations that apply to the execution and satisfactory completion of the project.

**2.14 FEDERAL-AID CONSTRUCTION CONTRACTS FORM FHWA-1273 (REV. 3-94)**

It is a requirement of the Federal Emergency Management Agency (FEMA) and the Federal Highway Administration (FHWA) that certain Contract provisions set forth in Federal Form FHWA-1273 be included in any debris removal Contract involving FHWA/FEMA reimbursement. These provisions are attached as Attachment "F" and should be read as part of this Solicitation and any subsequently awarded Contract or agreement.

**2.15 NOTICE TO PROCEED**

The Vendor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the Vendor to proceed with the Work has been issued by the City; provided, however, that such notification shall be superseded by any emergency Work that may be required and requested by the City in accordance with the provisions included elsewhere in this Solicitation and resulting Contract.



## **2.16 COMPLETE PROJECT REQUIRED**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Vendor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

## **2.17 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed in the Proposal submittal and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the Proposal to be considered non-responsive.

## **2.18 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT**

The Vendor shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the City's project administrator, who may confirm all such verbal reports in writing. The Vendor shall bear all costs of correcting such rejected Work. If the Vendor fails to correct the Work within the period specified, the City may, at its discretion, notify the Vendor, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Vendor fails to correct the Work within the period specified in the notice, the City shall place the Vendor in default.

## **2.19 FAILURE TO PERFORM**

In the event that the Vendor fails to commence work in a timely manner or if the Vendor proceeds to work in an inappropriate or protracted manner, the City may notify the Vendor to cease and desist all work on the project. If so, the City may pursue any and all remedies available to it including, but not limited to, requesting that the surety complete the work, calling on the next lowest responsive and responsible Vendor to finish the work or advertising for bids and award a new Contract for the uncompleted work and charge any additional costs incurred by the City, regardless of the course of action chosen by the City, to the originally awarded Vendor

## **2.20 PAYMENT**

All invoices shall be signed by the Vendor. Each type of work must be invoiced separately. The Vendor is expected to provide the details outlined below and any other data as the City may reasonably require.

All invoices are subject to pre-audit verification and approval by the Monitoring Contractor selected by the City prior to payment. The Vendor shall remit one (1) paper invoice along with details to the City's Monitoring Contractor.

Payment will be made only for debris that FEMA determines eligible.

No payments may be based on time and material costs unless limited to work performed during the first 70 hours of actual work following a disaster event.

Contractors must submit invoices regularly and for no more than 30-day periods. Compensation may be made to the Vendor up to ninety percent (90%) for the work completed in each payment request submitted. Retainage will be kept until debris removal and disposal operations are completed and the temporary debris staging sites have been

inspected and accepted by the City.

#### 2.20.1 Emergency Road Clearance

The Vendor may invoice for road and street clearance when the work is completed. The invoice must be substantiated by a detailed spreadsheet showing:

- Date
- Hours worked
- Operator's name
- Machinery and equipment used, including truck capacities
- Roads and streets cleared

The detail must be supported by daily logs validated and signed by an authorized City Representative and Vendor. Vendor should note that any payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event.

#### 2.20.2 Vegetative Debris Removal

The Vendor may invoice the City not more than every two weeks. Each invoice shall include a daily summary of the load tickets. Each invoice shall be further supported by a listing of all load tickets being invoiced.

All load tickets shall contain the following:

- Vendor name
- City Contract number
- Load ticket number
- Date and time of pickup
- Date and time of delivery
- Pick up location
- Total cubic yards picked up
- Debris classification
- Truck ID number and capacity
- Whether the load was hand or machine loaded
- Delivery site
- City's designated representative signature
- Bidder's designated representative signature

#### 2.20.3 Debris Chipped On-Street and Hauled to Disposal Site

Each invoice for on-street chipping work will be completed based upon the unit price of a chipped cubic yard to include chipping and hauling machinery and crew. The invoice shall be substantiated in the same way as Section 2.20.2 above. Load tickets must clearly indicate "on-street chipping".

#### 2.20.4 C&D Debris

Picking up and hauling of C&D debris from rights-of-way and public property to a temporary site or permitted landfill site or recycling center will be based upon the same documentation as vegetative debris (see Section 2.20.2); however, the amount hauled may be obtained from dumping tickets or load tickets issued by the debris receiving entity.

#### 2.20.5 Stumps

Removing and hauling stumps to a disposal site will be billed based on the size

and number of stumps as evidenced on a load ticket. Tickets shall clearly indicate “stumps”. Stump removal must be performed in accordance with FEMA DAP 9523.11 (**See Attachment “E”**)

#### **2.20.6 Management of Temporary Storage and Vegetation Reduction Site and Disposal of Chipped or Burned Debris**

Vendor must bill for each site separately. Debris storage and reduction site operations will be paid based on the total cubic yards of debris that are delivered as recorded on the load ticket validated by the City. Chipping and hauling or burning ash for disposal will also be paid based on the total cubic yards of debris delivered to the temporary site at the time the chips or ashes are removed to the final disposal site. The designated areas or these processes will be provided by the City.

The load tickets under vegetative debris will be the same used for these purposes together with load tickets of other City Contractors and City trucks.

#### **2.21 HOURS OF WORK & EMPLOYEE CONDUCT**

The Vendor shall perform work during the days and hours approved by the City.

The Vendor shall ensure that all personnel assigned to work on this project on their behalf must be dressed appropriately. Any person who is present on the job site on behalf of the Vendor must be provided and display on their clothing proper identification at all times.

All employees of the Vendor shall be considered to be sole employees of the contractor at all times under the Vendor’s sole direction and not an employee or agent of the City of North Miami. Moreover, the Vendor shall be solely responsible for the conduct and behavior of all persons working on their behalf on this project and the City may require the Vendor to remove any person it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

#### **2.22 SUBCONTRACTORS AND EMPLOYEES**

In the event that the Vendor will subcontract part of its work to another company, the Vendor may be required to verify the competency of its Subcontractor or supplier. The City reserves the right, before awarding the Contract, to require the Vendor to submit such evidence of its qualification and the qualifications of its Subcontractor as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Vendor, including past performance with the city, in making this award on the best interest of the City. Subcontractors cannot re-certify trucks with a different prime Contractor more than once a week.

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their Proposal the percentages of Work to be performed by their Subcontractors (**see Form A-6**). Any changes to this list must be submitted to and approved by the City in writing.

#### **2.23 PROTECTION**

The awarded Vendor shall be solely responsible for pedestrian and/or vehicular safety and guidance within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area (i.e. Maintenance of Traffic). All safety devices must have suitable and sufficient lighting for the prevention of accidents and must meet the

minimum standards mandated by Federal, State and local laws and regulations during all times until the project is completed and accepted by the City.

**2.24 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT**

Unless otherwise provided in this Solicitation the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager and Debris Management Contractor.

**2.25 REPORTING**

The City reserves the right to audit the records covered by this Contract at any time during the provision of Services and for a period of three (3) years after final payment is made under this Contract.

**2.26 COUNCIL MEETING**

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by the City representative. Contractor will be required to attend City Council meeting for approval of award and will be notified of date and time of this meeting.

**END OF SECTION**

## SECTION 3.0 SCOPE OF WORK

### 3.1 SCOPE OF WORK

The Scope of Work to be completed under this Contract shall include loading, hauling, reduction and disposal of debris resulting from a declared emergency and generated as a result of damages suffered due to a disaster occurring in the City, natural or otherwise.

The awarded vendor must be able to assemble trucks, equipment, materials and crews immediately following a disaster and give the City of North Miami priority status.

The awarded vendor(s) shall provide all labor, services, equipment, materials and supplies specified in this Solicitation and as necessary to perform the specified Work in compliance with federal, state and local laws and FEMA regulations.

### 3.2 DEFINITIONS

Refer to Section 1.1 for the meaning of various abbreviations, acronyms and terms used, but not defined in this Section. The following terms are defined as follows:

- a) 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.
- b) The term “**Clean As You Go Policy**” shall mean clearing all debris from each street or work zone on the first pass, whenever possible.
- c) The term “**Contract Manager**” shall mean the City’s representative duly authorized by the City Manager to provide direction to the Debris Management Contractor regarding services provided pursuant to this RFQ.
- d) 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.
- e) 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.
- f) The term “**Debris Clearance**” shall mean the clearing of major road arteries by pushing debris to the roadside to accommodate emergency traffic.
- g) The term “**Debris Management Contractor (DMC)**” 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.
- h) 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).
- i) 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.

- j) 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.
- k) 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.
- l) The term **“Drop Off Site”** shall mean a site established for residents of the City to drop off debris.
- m) 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.
- n) 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.
- o) **“FDEP”** means the Florida Department of Environmental Protection.
- p) **“FDOT”** means the Florida Department of Transportation.
- q) **“FEMA”** means the Federal Emergency Management Administration.
- r) **“FFWC”** means the Florida Fish and Wildlife Conservation Commission.
- s) **“FHWA”** means the Federal Highway Administration.
- t) The term **“Force Account Labor”** shall mean labor performed by the applicant’s permanent, full time, or temporary employees.
- u) The term **“Garbage”** shall mean waste that is regularly picked up by the government agency. Example: food, plastics, wrapping, papers.
- v) 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.
- w) 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:
  - i. Toxic
  - ii. Flammable
  - iii. Corrosive
  - iv. Reactive
- x) 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:
  - i. Toxic
  - ii. Flammable
  - iii. Corrosive
  - iv. Reactive
- y) 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.
- z) 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.
- aa) 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).
  - bb) 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.
  - cc) 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.
  - dd) 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.
  - ee) 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*.
  - ff) 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.
  - gg) 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.
  - hh) The term **“Notice to Process”** or **“Notice to Proceed”** shall mean the written notice given by the City Manager (or designee) to the DMC of the date and time for work to commence.
    - ii) **“NRCS”** means Natural Resources Conservation Service.
    - jj) **“OSHA”** means the United States Department of Labor’s Occupational Safety and Health Administration.
  - kk) The term **“Outbuilding”** shall mean any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.
  - ll) The term **“Piggyback Contract”** shall mean a Contract let by a government entity, which is adopted and extended for use by another government entity.
  - mm) The term **“Project Manager”** shall mean the DMC's representative authorized to make and execute decisions on behalf of the DMC.
  - nn) 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.
  - oo) 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.

- pp) 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.
- qq) 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.
- rr) 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.
- ss) 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/gridding. 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.
- tt) 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.
- uu) 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.
- vv) 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.
- wv) The term “**Vegetative Debris**” shall mean clean, woody debris and other organic materials that can be chipped and mulched.
- xx) 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.

### **3.3 GENERAL**

When required, the City shall request pricing for the Services listed below in accordance with Section 2.9. The City of North Miami requests bids for the following services:

3.3.1 Clear City roads and streets to allow safe passage depending on the severity of the disaster and availability of City equipment. The City will notify the awarded Vendor in the Notice-to-Proceed should these Services be needed.

#### **3.3.2 Debris Removal Operations**

3.3.2.1 Remove vegetative debris from the City’s rights-of-way and public property and haul to a temporary vegetative debris staging site as determined by the City.

3.3.2.2 Remove non-burnable debris (appliances, household items) and construction and demolition (C&D) debris from the City’s rights-of-way and

public property to a temporary non-burnable debris staging site or to a permitted landfill site or recycling center as determined by the City.

3.3.2.3 Remove debris from private property under certain conditions as determined by the City should be an imminent threat to life, safety, and health to the general public be present on private property, or should other special circumstances exist, the Vendor shall not remove debris from private property or private roads without prior approval of an authorized City representative.

### 3.3.3 Debris Disposal Operations

3.3.3.1 Chip vegetative debris (limbs and branches) at the pick-up site and haul the resulting chips to a designated final disposal site as determined by the City.

3.3.3.2 Operate vegetative debris volume reduction at the temporary vegetative staging site as determined by the City. Volume reduction may be by chipping and grinding or air curtain incineration. The City will select the method to be used based on environmental considerations as well as all applicable federal state and local rules and regulations.

3.3.4 The Vendor must coordinate daily with the City. The Vendor must address and resolve issues that arise during the course of this work.

3.3.5 The Vendor shall conduct debris removal during daylight hours only, unless approved in writing, seven days per week. The Vendor is responsible for coordinating with the City in the event weather conditions delay or modify the proposed daily schedule.

3.3.6 The total number of actual hours worked by each crew will be according to the needs of the City. It is estimated that each crew will work a minimum of ten (10) hours per day, seven days per week. No guarantee of minimum hours is implied or expressed. Services required will be determined by the City.

3.3.7 The Vendor shall begin preparation for mobilization immediately after receiving the Notice-to-Proceed and be fully operational within forty-eight (48) hours. If emergency road clearance is needed, the Vendor shall have crews working within twenty-four (24) hours.

3.3.8 The Vendor is required to grind daily. Debris hauled in shall be chipped within forty-eight (48) hours.

3.3.9 All work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving notice from the City that the last load of debris has been delivered.

3.3.10 The Vendor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Vendor's personnel and equipment is the responsibility of the Vendor. Additionally, the Vendor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

3.3.11 The Vendor must be duly licensed in accordance with the State of Florida statutory and regulatory requirements to perform work. The Vendor shall obtain all permits necessary to complete work. The Vendor shall be responsible for determining what permits are necessary to perform the work. Copies of all permits shall be submitted to the City.

- 3.3.12 The Vendor shall be responsible for correcting any notices of violations issued as a result of the Vendor's or any Subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the City.
- 3.3.13 The Vendor shall be responsible for paying any and all costs associated with violations of law or regulations relative to their activities. Such costs may include, but are not limited to, site cleanup and/or remediation, fines, administrative or civil penalties, and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with Federal or local environment laws and regulations or nuisance statues by Vendor, their Subcontractors, or any other persons, corporations, or legal entities retained by the Bidder under this Contract.
- 3.3.14 The Vendor must attend any and all meetings required by the City to evaluate the debris removal and disposal operations.
- 3.3.15 The Vendor must provide sufficient personnel and management to assure the requirements and specifications of work meets the requirements of this Contract. The work will be closely monitored by the City.
- 3.3.16 No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the City. Under no circumstances shall the accumulation of brush, limbs cut trunks, logs, or other debris be allowed on public right-of-way in such a manner as to result in a hazard to the public.
- 3.3.17 The Vendor is legally responsible for damage to the public and private property while performing duties outlined in these specifications.
- 3.3.18 Any damage to public and private property shall be reported to the City immediately following its occurrence.
- 3.3.19 The City shall have the right to require the Vendor to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.
- 3.3.20 Such work needing to be redone shall be performed promptly and at no additional cost to the City, either during or after the expiration of the resulting agreement.
- 3.3.21 The Vendor is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account or any act, omission, neglect, or misconduct in the execution of the work on the part of the Vendor, such property shall be restored by the Vendor, at their expense to condition similar or equal to that existing before such damage or injury, or the Bidder shall repair such damage in a manner acceptable to the City.
- 3.3.22 Whenever electric and telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the Vendor, the proper utility agency and homeowner shall be consulted.
- 3.3.23 All motor vehicles and other major equipment used by the Vendor to do work shall be clearly identified with the name of their company.

3.3.24 No guarantee of minimum number of crews is implied or expressed and payment for services will only be made for actual work performed as required by the City. However, award will be reviewed in part on expediency of mobilization.

### **3.4 DEBRIS REMOVAL**

3.4.1 The Vendor shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, non-burnable debris and C&D debris from the City rights-of-way and public property. All vegetative debris shall be hauled to debris volume reduction site as designated by the City.

3.4.2 The Vendor will not trim “hangers” or cut down any trees without prior written consent of the City. The City will be responsible for directing tree removal from City’s rights-of-way. Any damaged tree, whether on City rights-of-way or on private property that poses a threat to public safety (including critical utilities) will be removed as directed by the City. This includes “hangers”, leaning trees, and the stumps associated with such a tree.

3.4.3 The Vendor shall exercise care so as not to generate litter during the removal process. The Vendor shall clean up loose material in the immediate vicinity of the right-of-way. The Vendor shall be responsible for the repair of any collateral damage caused to private or public property.

3.4.4 Work shall consist of as many passes as necessary, unless otherwise directed by the City, to collect all brush, tree parts, non-burnable debris, and C&D debris set out by residents for collection within the rights-of-way from both sides of the roadway.

3.4.5 The Vendor shall notify the City of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.

3.4.6 The City will monitor all Vendor operations. The City will have load site monitors stationed at designated “monitoring stations” The monitoring stations must be kept to a minimum and located at a safe site along the primary haul road to the designated disposal site. Each truck driver will be given load tickets that validate where the material originated. The quantity of debris hauled will be estimated at the disposal site by the City. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the driver.

3.4.7 The City will also have roving monitors that will observe Vendor operations to ensure that only eligible debris is removed from the specific locations as designated. Trucks that are observed picking up material outside of the rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.

3.4.8 The Vendor shall be prepared to provide chipping equipment and crew to conduct on-street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris clearing equipment. Locations of on-street chipping operations will be identified by City The on-street chipping crews will consist of a combination of equipment and personnel.

3.4.9 If required, all limbs, branches, foliage, etc. inaccessible will be chipped on site using a hand fed chipper. Chips and other tree debris will be collected and hauled away from work areas by the Vendor immediately following completion of work to a final disposal site as determined by the City

- 3.4.10 The work area includes various locations throughout the City. Maps and locations will be available with the Notice to Proceed.
- 3.4.11 Work location and assignments of all Contractual crews shall be coordinated daily with the City. Vendor shall report at the start of each workday to the City
- 3.4.12 The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal and local governments or agencies.

### **3.5 EQUIPMENT**

- 3.5.1 The Vendor shall provide all equipment necessary for the performance of the work under this requirements and specifications. All equipment repairs and operating cost shall be the responsibility of the Contractors.
- 3.5.2 Respondent must provide acceptable proof of ownership or long-term lease (12 months or more) of the equipment necessary to do the work, with the capacity to load and remove a minimum 1,000 cubic yards and have a minimum of three (3) crews.

An example of a crew would be a loader and two dump trucks or a lightning loader and a truck

- 3.5.3 Equipment, which is designated for this project, shall not be used for any other work during the duration of the Contract. The Vendor shall not solicit work from private citizens throughout the City until the public debris operations are concluded.

#### **3.5.4 Debris Removal**

3.5.4.1 The Vendor shall submit to the City, a typed listing that indicates the type of vehicle, make, model, license plate number, driver's name, equipment identification number and measured interior volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The City and Vendor shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard, for example: <18.5 CY = 18 CY and >=18.5 CY = 19 CY. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment for the duration of the disaster work.

3.5.4.2 Prior to commencing operations, the Vendor shall affix to each piece of equipment signs or markings indicating the owner/operators name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. For those trucks, trailers, and other equipment intended to haul debris, the maximum volume, in cubic yards, of load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be three (3) inches in height.

3.5.4.3 The City desires that the Vendor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. Small hand load operations are discouraged.

3.5.4.4 All equipment must be in compliance with the Solicitation specifications and all applicable federal, state, and local rules and regulations.



### 3.5.5 Volume Reduction Site Equipment

3.5.5.1 The Vendor shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinders, remove mulch from the grinding operations, and load and haul for disposable all non-burnable debris, chips/mulch, and any other equipment which may be necessary.

3.5.5.2 All equipment must be in compliance with all applicable federal, state, and local rules and regulations. All equipment and operator qualifications will meet federal, state, and local requirements.

## 3.6 HAZARDOUS WASTE

### 3.6.1 Non-Household Hazardous Waste

3.6.1.1 The Vendor shall be responsible for reporting to the City and cleaning up all petroleum, oil and lubricant spills caused by Vendors operations at no cost to the City.

3.6.1.2 Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.

3.6.1.3 Spills other than on-site shall be reported to the National Response Center and the City immediately following recovery. A written follow-up shall be submitted to the City not later than seven (7) days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

- a) Description of the material spilled (including identity, quantity, etc.)
- b) Details as to whether or not the amount spilled is EPA/DEP reportable and when and to whom it was reported
- c) Exact time and location of spill, including description of the area involved
- d) Receiving streams or waters
- e) Cause of incident and equipment and personnel involved
- f) Injuries or property damage
- g) Duration of discharge
- h) Containment procedures implemented
- i) Summary of all communications the Vendor has had with press or other officials
- j) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- k) All environmental testing and any work necessary to return the affected area to its original state and appearance are the responsibility of the Vendor.

3.6.2 Household Hazardous Waste Materials will not be removed from rights-of-way under this Contract. Residents will be provided locations of drop-off points for the disposal of their Household Hazardous Waste.

## 3.7 SAFETY

3.7.1 The Vendor shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet federal and local

requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.

- 3.7.2 Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the City and is coordinated with appropriate departments. Traffic control is the responsibility of the Vendor and shall be accomplished in conformance with local traffic codes.
- 3.7.3 Vendor will be responsible for traffic control, dust control, erosion control, noise control, fire protection, on-site roadway maintenance, and environmental and safety measures at the temporary debris staging sites. The Vendor shall comply with all federal, state, and local safety and environmental regulations.
- 3.7.4 The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.
- 3.7.5 The Vendor shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.
- 3.7.6 Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

### **3.8 SITE MANAGEMENT AND DEBRIS REMOVAL**

- 3.8.1 Vendor shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce vegetative debris through either tub grinding into chips/mulch or through air curtain incineration into ash. The City will determine the method to be used based on environmental considerations.
- 3.8.2 The locations of the vegetative debris volume reduction sites will be selected by the City.
- 3.8.3 The Vendor shall provide equipment and personnel to manage and operate (number of sites will be determined after an event occurs and will be based on event severity) vegetative debris volume reduction sites. The City will provide access and authorization to Vendor to operate on the designated vegetation debris reduction sites including all information in the City's possession regarding the sites, which are necessary for successful operation.
- 3.8.4 The Vendor shall determine and construct observation/inspection towers at each selected temporary vegetative debris volume reduction site. The towers shall be constructed in accordance with and approved by FEMA. Access shall be provided by wooden steps with a handrail.
- 3.8.5 The City will not provide to the Vendor, potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials, or equipment to operate the debris volume reduction site. The Vendor shall provide portable sanitary facilities and maintain these facilities. The Vendor shall provide utility clearances as appropriate. The Vendor shall protect existing structures at the sites and repair any damage caused by their operations at no additional cost to the City.
- 3.8.6 Vendor shall be responsible for establishing site layout as approved by the City.
- 3.8.7 Vendor shall manage the site to accept debris collected under other City Contracts and by City crews. The same procedures for estimating the load and the use of load tickets apply.

- 3.8.8 Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on ground at the site at any time.
- 3.8.9 The Vendor will provide a site operations plan for review and approval by the City prior to beginning work. At a minimum, the plan will address the following:
- a) Access to the site
  - b) Site Management, to include point of contact, organizational chart, etc.
  - c) Traffic control procedures
  - d) Placement and staffing of monitoring station
  - e) Site security
  - f) Site safety
  - g) Site layout/segregation plan
  - h) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate
- 3.8.10 The Vendor shall be responsible for preparing the sites to accept the debris. Site preparation may include clearing, erosion control, grading, and construction and maintenance of hauling roads and entrances. Vendor will establish lined temporary storage areas for materials that can contaminate soils, runoff, or ground water. Vendor shall place liners under stationary equipment.
- 3.8.11 The Vendor shall be responsible for installing site security measures and maintaining security for operations at the site.
- 3.8.12 The Vendor shall manage the site to minimize the risk of fire and environmental contamination.
- 3.8.13 The Vendor shall be responsible for closing the debris management sites within thirty (30) calendar days of receiving the last load of disaster related debris. Closure shall include removal of site equipment, debris, and remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to its pre-work conditions. The site will be restored in accordance with all local requirements. The Vendor is responsible for the proper disposal of non-burnable debris and wood chips or ash. The Vendor shall receive approval from the City and FEMA as to the final acceptance of a site closure. Vendors' liability for the site shall survive site closure.

### **3.9 ADDITIONAL STAFF AND EQUIPMENT REQUIREMENTS**

- 3.9.1 The Contractor shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required.
- 3.9.2 The Contractor shall ensure that its work force, including Subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community.
- 3.9.3 Prior to start of work, the Contractor shall submit to the City certification indicating the type of vehicle; make; model; license plate number; Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece

of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by the Contractor and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. In addition, the observed capacity of hand-loaded trucks and trailers shall be reduced by fifty percent (50%) because of low compaction rates. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and remarked if sideboard or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

- 3.9.4 Trucks or equipment designated for use under this Contract shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract.

#### **END OF SECTION**

## **SECTION 4.0 EVALUATION CRITERIA/SELECTION PROCESS**

### **4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, is of timely submission, 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.

By submitting a Proposal, each Respondent acknowledges and agrees to all terms and conditions set forth in this RFQ and Contract by the City.

Each Respondent acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The Respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any Respondent to determine the full extent of the exposure.

### **4.2 EVALUATION PROCESS**

The City shall appoint an Evaluation Committee to review and evaluate the qualifications and prior experience 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 criteria described in section 4.3 below.

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s), which the Evaluation/Selection Committee deems to warrant further consideration based on the best-rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

### **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. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the total sum of the Committee’s scores for each Respondent.

The specific criteria that will be utilized is as follows:

	<b>Criteria</b>	<b>Maximum Points</b>
1	Qualifications of the Respondent	30
2	Proposed Approach, Understanding of and Response to Scope	20
3	Similar Projects Completed by Proposed Project Manager and other Key Personnel	30
4	References	10
5	Certified Minority/Woman Business Enterprise participation and/or Small Business Enterprise participation	10
<b>Total</b>		<b>100</b>

#### **4.4 ORAL PRESENTATIONS**

Respondents may be invited to provide an Oral 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 purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Services. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and the 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 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**

If the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next qualified, responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

#### **4.6 INVITATION TO QUOTE EXERCISE**

All prequalified Vendors will be invited to participate in spot market quotes for removing emergency debris from the area(s) identified by the City through the issuance of an Invitation to Quote by the Purchasing Department. This process may occur at any time during the duration of the Contract and at a frequency determined by the City. At a minimum, pricing will be requested annually, approximately four (4) weeks prior to the commencement of the regional hurricane season (June 1st). All quotes received during



this exercise must be accompanied by a bid bond in the amount of 5% of the total bid amount submitted.

Once pricing is evaluated, the City will identify and award three (3) prequalified Vendors offering the lowest price in the aggregate. These awarded Vendors will be engaged as the Primary, Secondary and Tertiary Vendors to provide the city with disaster debris removal and disposal services. These Vendor designations will remain in effect for one (1) year, or until such time that the City determines that further spot market quotation exercises are desirable. The Primary Vendor will be given the first opportunity to perform in the event of an emergency.

Immediately following a disaster, the City's user departments may contact the Primary Vendor for the removal of debris on an as needed/where needed basis and identify the activated areas.

The City shall retain the option to activate whatever areas it deems appropriate, consistent with the disaster, and to assign the work in accordance with the provisions of this Solicitation. This may include activation of the Secondary and/or Tertiary Vendors if deemed necessary by the extent of the disaster situation and/or level of debris.

The awarded Vendor(s) shall deliver equipment necessary to perform the work required to conjunction with this Contract within the timeframe specified in the Invitation to Quote.

**END OF SECTION**

## **SECTION 5.0 PROPOSAL FORMAT**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.**

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL**

### **5.1 INSTRUCTIONS TO RESPONDENTS**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required. Also, when submitting your one (1) complete scanned electronic copy on CD, DVD, or USB Flash Drive in Adobe or Word format be sure to properly label it with your company's name, the Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

#### **5.1.1 COPIES**

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, five (5) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive containing a digital copy of your proposal is also requested with this Solicitation.

#### **5.1.2 SUBMITTAL**

Proposals are to be submitted in a sealed envelope/box bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read in the City Council Chambers located on the Second Floor of City Hall.

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED.**

Address your Proposal to the City of North Miami, Office of the City Clerk, 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 **(Please clearly mark your Proposal with the name and number of this Solicitation).**

## 5.2 **PROPOSAL FORMAT**

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

### **A. Cover Page Form (included in Section 6 of this RFQ)**

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFQ.

### **B. Table of Contents**

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

### **C. Business Structure**

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office, which will handle the City's account and the number of professional staff personnel at the office.

### **D. Qualifications of the Respondent (30 Points)**

Provide a description and history of the firm, focusing on previous governmental experience. Provide a list of key personnel (including Subcontractors) and their qualifications. Respondents may include a brief resume including experience, licenses, certifications and any other pertinent information. Provide any other documentation which demonstrates the firm's ability to satisfy all of the minimum requirements detailed in Section 2.6 of this Solicitation.

Describe any other experiences related to the work or services described in the Scope of Services section of this Solicitation, any other information which may be specific to the requirements.

Respondents must provide a written description (2 pages maximum) of their ability to perform debris removal in accordance with current Federal Emergency Management Agency (FEMA) recovery policies and the Federal Highway Administration (FHWA) ER Program regulations and guidelines.

Respondent must clearly reflect in its proposal any Subcontractors to be utilized. The City retains the right to accept or reject any Subcontractors proposed. All changes to Subcontractors must be submitted to and approved by the City in writing.

**E. Proposed Approach, Understanding of and Response to Scope (20 Points)**

Provide a description of the Proposer's approach to completing the Scope of Work described in this Solicitation.

Respondent must provide a written explanation of how quickly they can and will respond to emergency debris removal orders should they be issued a purchase order following an Invitation to Quote exercise (Section 2.9) especially considering existing Contractual commitments. Respondents must include in their proposal a written operational plan demonstrating how quickly they will be able to respond in the event of an emergency.

**F. Similar Projects Completed by Proposed Project Manager and other Key Personnel (30 Points)**

Indicate the Firm's experience in providing Debris Removal services of similar scope. Include a list of prior and current Contracts for these services including the following information:

- Name of entity for which Services were provided
- Description of scope of work and complexity
- Date range of the project
- Entity's main contact person and contact information
- Any other pertinent description and details of the project

**G. References (10 Points)**

Indicate at least three (3) clients with whom the City may speak with during the evaluation phase. (Form A-14)

The Respondent must provide references for at least two (2) verifiable projects similar to the current solicited work. Past projects must have been completed within the last ten (10) years from bid submission. Respondents are expected to provide information on each project by including Form A-14 in their response. If these forms are not utilized, the respondent must provide identical information to the City for evaluation purposes.

**H. Certified Minority/Woman Business Enterprise and/or Small Business Enterprise Participation (10 Points)**

Please indicate if either the Respondent and/or its sub-consultants are a Certified Minority/Woman Business Enterprise and/or Small Business Enterprise, and include documentation evidencing current certification.

**I. Additional Information**

Provide any additional and/or relevant information regarding the Respondent's capability in regards to similar projects.

**J. Insurance Requirements**

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage in accordance with Section 2.10. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the Contract.

## **K. RFQ Forms**

The following forms must be submitted fully completed, executed and properly notarized, if applicable, as part of the Proposal.

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusion Certificate
- Form A-4 Questionnaire
- Form A-5 Acknowledgement of Addenda **(if applicable)**
- Form A-6 Disclosure of Subcontractors vendors & Suppliers **(if applicable)**
- Form A-7 General Insurance Requirements
- Form A-14 References

All of our forms can now be found on our website at:

<http://northmiamifl.gov/departments/purchasing/forms.aspx>

**Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.**

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website for all applicable addenda issued at: [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

Completed responses shall include all the above information including all required forms included with this RFQ or RFQ submittal may be rejected.

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.**

**END OF SECTION**



## **SECTION 6.0 PROPOSAL FORMS**

Cover Page & Contact Information Form  
Minimum Requirements Checklist  
Response Submittal Checklist





**COVER PAGE & CONTACT PERSON INFORMATION**

**Disaster Debris Removal and Disposal Services  
RFQ No. 15-17-18**

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 either an authorized officer 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.

Legal Name of Proposer(s): \_\_\_\_\_

Federal Employee Identification  
Number (FEIN): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



1. 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.
2. By submitting a Proposal, the Respondent certifies that it has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. 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.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

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Company Name

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Authorized Company Representative (Print Name)

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Title

---

Signature

---

Date



**MINIMUM REQUIREMENTS**

**Disaster Debris Removal and Disposal Services  
IFB No. 15-17-18**

#	Description	Check List
1.)	<p>The Respondent shall be licensed to do business in the State of Florida.</p> <p>Vendors 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.</p>	<p align="center"><b>Attach Copy of Active Sunbiz.org Registration</b></p> <p align="center"><input type="checkbox"/></p>
2.)	<p>Respondents must provide acceptable proof (i.e. current and previous occupational licenses) of having been an established, duly licensed firm engaged in business anywhere in the United States within any one of the activities listed below, for a minimum period of five (5) years as of the date of issuance of this Request for Qualifications, and operating with hauling equipment as standard in of the following classifications:</p> <ol style="list-style-type: none"> <li>1. Bulk hauling of debris, or fill</li> <li>2. Construction involving land clearing</li> <li>3. Demolition</li> <li>4. Trash and garbage hauling</li> <li>5. Marine Debris</li> </ol>	<p align="center"><b>Attach Relevant Documents</b></p> <p align="center"><input type="checkbox"/></p>
3.)	<p>Respondent must possess and submit a copy of a General Hauler Permit pursuant to Section 15-17 of the Miami-Dade County Code. At a minimum, one vehicle must be permitted at the time of prequalification. If the Contract is activated in an emergency, then all vehicles used must comply with Section 15-17 of the Miami-Dade Code.</p>	<p align="center"><b>Attach General Hauler Permit(s)</b></p> <p align="center"><input type="checkbox"/></p>
4.)	<p><b>References (Form A-14):</b> Bidder must provide a list of at least two (2) commercial or government accounts for which it has provided services in any of the categories shown in section 2.6(b) above, within the past ten (10) years. At least one account should be a government agency.</p>	<p align="center"><b>Attach Form A-14</b></p> <p align="center"><input type="checkbox"/></p>



**BID SUBMITTAL CHECKLIST**

**Disaster Debris Removal and Disposal Services  
RFQ No. 15-17-18**

This checklist is provided only as a reference document for Vendors and outlines documents which must be submitted as part of the Proposal. Any Proposal received without any one or more of these documents may be rejected as being Non-Responsive. Please be advised that this checklist **should not** be interpreted as a comprehensive list of all information required by this Solicitation from prospective Vendors. It simply serves as a guide for the most significant documents to be included in the Vendor’s proposal and should be enhanced as deemed necessary.

Company Name: \_\_\_\_\_

Tab/Page No.	Appendix Forms	OFFICE USE ONLY
	Cover Page and Contact Information Form	
	Minimum Requirements Checklist	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-4 Questionnaire	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	
Tab/Page No.	Narrative	OFFICE USE ONLY
	Table of Contents	
	Business Structure	
	Qualifications of the Respondent	
	Proposed Approach, Understanding of and Response to Scope	
	Similar Projects Completed by Proposed Project Manager and other Key Personnel	
	Certified Minority/Woman Business Enterprise participation and/or Small Business Enterprise participation	
	Additional Information	



**APPENDIX "A"**  
**CONE OF SILENCE ORDINANCE**

**Cone of Silence Notification**  
**Disaster Debris Removal and Disposal Services**  
**RFQ No. 15-17-18**

**DIVISION 8. CONE OF SILENCE**

**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 Vendors, 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, Vendor, 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, Vendor, 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, Vendor, 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 Vendors 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

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding Solicitation document.

### **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, Vendor, 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 Vendor 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.**