



RFP # 2018-002

Disaster/Debris Monitoring Services and Financial Recovery Assistance

1. PURPOSE

North Bay Village, Florida (Village) is seeking proposals from qualified firms, hereinafter referred to as the Consultant, Contractor or Debris Monitor, to provide Disaster/Debris Monitoring Services and Financial Recovery Assistance, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), RFP No. 2018-002.

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

The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the Village's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection (solids and liquids), Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

The successful firm must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions.

CONTRACTOR will work under the direction of the Village's Contract Manager. The Village Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that they have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation, are normally and are routinely engaged in



performing such services and meet the requirements of this RFP. The Village does not anticipate that it will award a contract in response to this RFP to the same firm that is awarded a contract for the related RFP for Disaster and Debris Management Services.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance Reimbursement Rules and Procedures and must demonstrate such to the Village in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Village from beginning to end to ensure maximum financial recovery for the Village.

The Village shall issue a separate Request for Proposals, (RFP), for “Disaster and Debris Management Services.” The proposer (Contractor/Debris Management Contractor) for (RFP) “Disaster and Debris Management Services” shall not be employed or affiliated with the proposer (Consultant/Debris Monitor Consultant) for “Disaster/Debris Monitoring Services and Financial Recovery Assistance.” **Therefore, a proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFP’s.**

2. BACKGROUND

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with an estimated population of approximately 8,949. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. As per the 2010 US Census North Bay Village has 3,264 households. The Village’s fiscal year begins October 1 and ends September 30th. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park



- Water, Sewer Storm Water, and Sanitation service
- Transportation Fund

North Bay Village was incorporated in 1945. Harbor Island and Treasure Islands were annexed several years later. Broadcast Key, also known as Cameo Island, was annexed in 1963. During its early years, North Bay Village was primarily a haven for winter residents. The Village became widely known for its popular restaurants and nightclubs, which attracted celebrities like Frank Sinatra and Judy Garland.

The majority of today's residents live here year-round. North Bay Village continues to be home to several of South Florida's most popular restaurants, as well as a variety of business enterprises, apartment buildings, condominiums and 394 single-family homes.

Located in the southeast region of the State, the Village may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. North Bay Village is a unique small community in the fact that it has its own Police Department as well as its own Public Works Department. The Public Works Department operates our owned water utilities, sewer utilities & sanitation, providing personalized services to our residents that most small communities these no longer provide in house rather they receive these services from the County. Since we perform mostly all of our public works services in house, we therefore, are faced with the high maintenance that comes along with these aging complex system.

The Village is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.

3. DEFINITIONS

- 3.1. **Aerial Photographs** means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Miami Dade County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.
- 3.2. **Choke Point** means an inspection site where all trucks must pass.
- 3.3. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.



- 3.4. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)
- 3.5. **Contract Manager** means the Village's representative duly authorized by the Village Manager to provide direction to the CONTRACTOR regarding services provided pursuant to this RFP and resulting contract.
- 3.6. **Debris** means all forms of disaster-related debris, including Vegetative Debris, Mixed Debris, Solid Debris and Liquid Debris.
- 3.7. **Debris Monitor (Contractor or Consultant)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
- 3.8. **Debris Management Contractor (DMC)** means the firm under contract with the Village to provide Disaster Debris Management services and its subcontractors.
- 3.9. **Drop-Off Site** means a site established for residents of North Bay Village to drop off debris.
- 3.10. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 3.11. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Village Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- 3.12. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.
- 3.13. **FDEP** means the Florida Department of Environmental Protection.
- 3.14. **FDOT** means the Florida Department of Transportation.



- 3.15. **FEMA** means the Federal Emergency Management Administration.
- 3.16. **FFWC** means the Florida Fish and Wildlife Conservation Commission.
- 3.17. **FHWA** means the Federal Highway Administration.
- 3.18. **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.
- 3.19. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- 3.20. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 3.21. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 3.22. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.
- 3.23. **Liquid Debris** means containers of petroleum based liquids, solvents, chemicals, etc.
- 3.24. **Notice to Proceed** means the written notice given by the Village Manager (or designee) to the CONTRACTOR of the date and time for work to start.
- 3.25. **NRCS** means Natural Resources Conservation Service.



- 3.26. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 3.27. **Project Manager** means the CONTRACTOR's representative authorized to make and execute decisions on behalf of the CONTRACTOR.
- 3.28. **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.
- 3.29. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 3.30. **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

4. GENERAL REQUIREMENTS

- 4.1. Consultant shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude Consultant from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of Consultant available resources committed to these other accounts. Report will also indicate available resources dedicated to North Bay Village. The expectation is that in the event of a disaster, Consultant shall service North Bay Village first.
- 4.2. Consultant shall not accept, solicit, or contract any local work (within Miami Dade County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris monitoring services for the North Bay Village during an emergency event, without the express written consent from the Village.
- 4.3. **FEMA Compliance** – Consultant shall, closely with the Village's DMC, ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. Consultant's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the Consultant by the Village.
- 4.4. **Onsite Interference with Disaster Recovery Efforts** – Consultant shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.



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

5. PROJECT MANAGEMENT AND PROCESS OVERSIGHT

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

- 5.1. Consultant shall appoint a Project Manager, fluent in English, who will be the Village's primary point-of-contact and will be responsible for all services and personnel that are provided by Consultant. The Project Managers shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan. It is recommended that personnel substitution commence at the annual meeting, which generally occurs in May.
- 5.2. The Project Manager and other key personnel shall report to the Village's Emergency Operations Center (EOC) within eight (8) hours of notification by the Village. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The Village may issue Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.
- 5.3. The Project Manager shall assist the Village in developing a Debris Management Action Plan for the specific occurrence. Consultant may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDMSs, estimating debris quantities, and developing disaster plans for debris clearance following a disaster event.
- 5.4. The Project Manager shall attend all meetings and briefings designated by the Village. Daily meetings will be conducted by the Village with Consultant, DMC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.
- 5.5. Consultant shall provide trained personnel to observe, direct and document the activities of the DMC. Consultant shall be responsible for scheduling work for all its personnel on a daily basis. Consultant shall assist the Village in coordinating work assignments for the DMC.



- 5.6. Consultant shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
- 5.7. The expectation is that the consultant shall be operational at the completion of the first push (first 70 hours). DMC and Village employees will report to the Field Operations Center to obtain work orders and field monitors from the Consultant before work is commenced. Consultant shall also prepare project worksheets, right-of-entry forms, and any other required forms for the work group.
- 5.8. Consultant shall track and coordinate with Village personnel to respond to problems in the field and to citizen's complaints, including commercial or residential property damage claims as a result of debris removal.
- 5.9. Consultant shall prepare FEMA worksheets and review such worksheets with Village staff.
- 5.10. Consultant shall provide the following annual services at the consultant's expense:
 - 5.10.1. Consultant shall attend and participate in an annual meeting with the Village, which is usually held in May.
 - 5.10.2. Consultant shall prepare and present a written plan of operations, including a clear description of the percentage of work Consultant may subcontract out and a list of subcontractors, at an annual meeting with the Village.
 - 5.10.3. Upon request, consultant shall annually review and visit, with Village staff, the TDMS(s) to be used during the coming year.
 - 5.10.4. Consultant shall provide phone consultations and reference information to Village staff upon request.

6. DOCUMENTATION AND REIMBURSEMENT

- 6.1. Consultant shall provide load tickets to track and document the removal and management of all Eligible Debris. Consultant shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Consultant shall retain original completed tickets on behalf of the Village, which shall be turned over to the Village, daily. Copies of completed load tickets shall also be retained by Consultant, vehicle driver, subcontractor, and DMC. Additionally, load tickets shall be scanned into a master electronic file with a summary spreadsheet identifying each truck and ticket.
- 6.2. Each load ticket shall contain the following information:
 - 6.2.1. Prime Contractor name.



- 6.2.2. Village contract/Disaster number.
 - 6.2.3. Load ticket number.
 - 6.2.4. Sub-Contractor name.
 - 6.2.5. Truck Driver name.
 - 6.2.6. Date and time of pick up.
 - 6.2.7. Date and time of delivery.
 - 6.2.8. Pick up location (street address or primary street between specific area).
 - 6.2.9. Loading Zone Number
 - 6.2.10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
 - 6.2.11. Truck ID number and capacity.
 - 6.2.12. Total cubic yards picked up.
 - 6.2.13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 - 6.2.14. Delivery site.
 - 6.2.15. Load Monitor Printed Name and Signature.
 - 6.2.16. Dump Monitor Printed Name and Signature.
 - 6.2.17. GPS.
 - 6.2.18. Photographic documentation
- 6.3. Consultant shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a presidential declared disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and-material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.
- 6.4. Consultant shall assist the Village in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.
- 6.5. Consultant shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.
- 6.6. Consultant shall retain all documentation for at least ten (10) years following a disaster or emergency event.

7. FINANCIAL MANAGEMENT & RECOVERY SERVICES

The selected firm will be expected to provide financial management and recovery services to include general post-disaster grant management and administration services. Specific services may include:



- 7.1. **Damage Assessment:** Deployment of a disaster response team to assist with identifying, documenting, and quantifying disaster related damages.
- 7.2. **Eligibility Consultation:** Assessment of damage inventory to determine primary and secondary funding sources for repairs.
- 7.3. **Project Ranking:** Review of damage inventory or mitigation project listing to assign priorities to projects based on urgency and benefit.
- 7.4. **Financial Advisory:** Assist clients with marrying local cost share requirements to funding sources.
- 7.5. **Cash Flow Management:** Develop cash based budget tools to assist with managing payment obligations relative to receiving proceeds.
- 7.6. **Benefit Cost Analysis:** Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.
- 7.7. **Feasibility & Effectiveness Studies:** Develop studies to demonstrate the practicality of a repair or mitigating project, as well as the sufficiency of protection offered by the project.
- 7.8. **Site Survey & Legal Description Review:** Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.
- 7.9. **Appraisal & Valuation Services:** Develop replacement cost and market value assessments to serve as the basis of award for grant applications.
- 7.10. **Data Management:** Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.
- 7.11. **Document Management:** Implement document management tool to provide web-based, point and click document storage and viewing.
- 7.12. **Grant Application Development:** Compile, assemble and organize required documentation for application to grant program.
- 7.13. **Contractor Invoice Reconciliation:** Reconcile contractor requests for payment with substantiating field documents and grant funding sources.
- 7.14. **Compliance Reporting:** Compile, assemble and organize statistics, project progress and metrics.



- 7.15. **Project Scoping:** Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.
- 7.16. **Insurance Adjusting/Subrogation:** Gather and review insurance policies, claims and settlements in order to ensure non-duplication of benefit on an insured loss.
- 7.17. **Eligibility Appeals:** During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.
- 7.18. **Grant Closeout/Reporting:** Provide final reconciliation of expenditures to grant funding applications and award documents.
- 7.19. **Report Preparation:** Prepare appropriate reports for submission to FEMA and/or other federal and state agencies for reimbursement
- 7.20. **Reimbursement Consulting:** Instruct the Village on the requirements in order to obtain FEMA and/or other federal and state agency reimbursements
- 7.21. **Requirement Compliance:** Inform the Village on the requirements for the above
- 7.22. **Record Management:** Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursements from FEMA and/or other federal and state agencies
- 7.23. **Establishment of Maintenance of Accounting Records:** Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the Agency at all time during the period of this agreement and for five years after the event closeout by FEMA/FHWA. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.
- 7.24. **Documentation of Project Costs:** All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.
- 7.25. **Inspection:** The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FEMA/FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.



- 7.26. **Comprehensive mitigation programs:** to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 7.27. **Other Services:** Other Services as Directed by Requestor

8. FIELD COLLECTION MONITORING

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

- 8.1. Consultant shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews are Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
- 8.2. Consultant shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Consultant shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, GPS devices, and other equipment as deemed necessary and/or appropriate.
- 8.3. Consultant will have Field Monitors stationed at designated Choke Points. Consultant will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the areas designated by the Village and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs of debris shall be taken as directed by the Village to verify the source and type of debris for reimbursement purposes. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.
- 8.4. If a Field Monitor finds that the DMC's work is not performed as specified by the Village, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor or Project Manager. All stop work orders must be documented and reported to the Village's Contract Manager.
- 8.5. Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat, and any special circumstances regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the



hole. Field Monitors shall also document, in detail, removal of the Hazardous Stumps, leaners or hangers.

8.6. Field Monitors shall enforce the DMC's Clean As You Go Policy.

9. TDMS AND DROP-OFF SITE MONITORS

9.1. Consultant shall provide Site Monitors for each TDMS. The TDMS location(s) identified by the Village for use in 2018-002 shall be determined at the time of the emergency by Miami Dade County. At the present time North Bay Village does not have a TDMS location. Consultant shall be prepared for the Village to begin hauling debris to the TDMSs within twelve (12) hours after commencement of clean-up operations. TDMS Monitor responsibilities shall include, but not be limited to, the following:

9.1.1. Ensure all loads of debris brought to the site by the DMC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.

9.1.2. Photograph loads of debris, as directed by the Village, and record load information on the photograph.

9.1.3. Collect all load tickets and provide copies of them to the DMC's designated personnel.

9.1.4. Obtain and verify the DMC's fleet documentation. Consultant will obtain from the DMC such documentation, including the make; model; license plate number; DMC 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 DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.

9.1.5. Certify all debris vehicles at the TDMSs beginning twenty-four (24) to forty-eight (48) hours after the storm passes. Consultant shall update the fleet documents as the DMC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Consultant shall also periodically and randomly perform volume capacity verifications of recovery vehicles.

9.1.6. Verify that all DMC equipment has been completely emptied prior to leaving the TDMS.

9.1.7. Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

9.2. Consultant shall provide or arrange for field operation trailers and generators at all TDMSs for use by its staff.



- 9.3. Consultant shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to, the following:
 - 9.3.1. Ensure that only North Bay Village residents are using the site. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the Village.
 - 9.3.2. Record the address of the eligible site users and the type and quantity of debris they brought to the site.
 - 9.3.3. Record and provide a copy of the completed load tickets to the DMC to remove the debris from the public Drop-Off Site.
 - 9.3.4. Photograph debris, as directed by the Village, to verify the source and type of debris.
 - 9.3.5. Assist with communicating to residents proper handling and disposal practices and with distributing informational flyers, at the Village's request.

- 9.4. Consultant shall be responsible for the following items at all TDMSs and Drop-Off Sites:
 - 9.4.1. Verify that all sites have access control and security.
 - 9.4.2. Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
 - 9.4.3. Assist with coordinating the logistics of the site to ensure efficient traffic flow.
 - 9.4.4. Conduct periodic safety inspections to ensure the DMC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
 - 9.4.5. Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
 - 9.4.6. Report safety or other hazards to the Village.

10. OTHER RELATED SERVICES

- 10.1. Upon request by the Village's Contract Manager, Consultant shall provide Aerial Photographs of debris sites. Photographs shall be extremely sharp and clear containing reference boundaries for location identification. Consultant may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality, as determined by the Village Manager, the Village will not be obligated to pay for the flight and photographs. If Consultant and Village agree, photos may be retaken at Consultant's expense. Photographs shall be delivered to the Village within five (5) business days of order, weather permitting.



10.2. Consultant shall provide other related services as requested by the Village. Such services may include, but would not be limited to, the following:

- 10.2.1. Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
- 10.2.2. Assist the Village in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- 10.2.3. Provide training to Village staff as directed by the Contract Manager.
- 10.2.4. Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways, where required.

11. CONSULTANT PERSONNEL

- 11.1. Consultant shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the Village or the Village's DMC.
- 11.2. Consultant shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.
- 11.3. Consultant and Project Manager shall have experience in the FHWA, FEMA, and other applicable Federal, State, and/or local programs to assist the Village in its disaster response and recovery efforts. Proper documentation by Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the Village from the appropriate agency. If necessary, Consultant's personnel shall possess any certifications or licenses that are required by Federal, State or local law in order to perform such services.
- 11.4. At the annual meeting with the Village, Consultant shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Consultant shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as, but not limited to, the Project Manager and Field Supervisors, must be approved by the Village. The Village retains the right to request personnel replacements.
- 11.5. Consultant's staffing plan shall include the positions listed below. Consultant may use other positions as necessary and as approved by the Village. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the "**Proposal Form**" provided herein as **Attachment B**.



- 11.5.1. Project Manager – Primary point-of-contact to the Village and overall responsible for all Consultant services and personnel.
- 11.5.2. Field Supervisor – Responsible for a crew of Field Monitors.
- 11.5.3. Field Monitor – Responsible for overseeing the DMC’s debris recovery activities and issuing load tickets.
- 11.5.4. TDMS Monitor – Responsible for recording the volume of debris brought to a TDMS by the DMC.
- 11.5.5. Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.
- 11.5.6. Debris Site Security – Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
- 11.5.7. GIS Specialist – Responsible for coordinating GIS application with Village GIS staff members.
- 11.5.8. Data Entry – Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.

- 11.6. Consultant’s TDMS personnel must wear OSHA-required safety equipment whenever on a TDMS and must adhere to all DMC site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

- 11.7. The Project Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, Consultant shall provide its Project Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Village.

- 11.8. Consultant’s Project Manager shall coordinate daily with the Contract Manager and DMC, and shall comply with all directions and guidance provided by Federal or State representatives.

- 11.9. Consultant must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.

12. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the Village and shall expire three (3) years from that date. The Village reserves the right to extend the contract for two (2), additional three-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village in writing.



13. INVOICES

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both Village and Contractor. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the Village may, at any time, secure similar or identical services from another vendor at the Village's sole option.

The Village may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the Village prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

15. DELETION OR MODIFICATION OF SERVICES

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for written approval prior to proceeding with the work.

16. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the Village shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the Village has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the Village shall have the right to require the Contractor to resolve the situation to the Village's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, Village ordinance, contract or employment or union agreement.



17. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the Village, prior to any contract award. The Village reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets Village approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the Village's approval or disapproval, and indemnify and hold harmless the Village and the Village's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the Village.

Contractor shall require all of its subcontractors to provide the same coverage that is required for the Contractor, as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

18. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Village.

19. SAFETY

The Contractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.



20. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

U.S. Department of Homeland Security's E-Verify System Affirmation Statement (Attachment F) should be completed and submitted with Bidder's response to this RFP.

PROPOSAL REQUIREMENTS:

The following documents will need to be completed, and submitted in a sealed envelope as part of the bidder's submittal. The proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page: List the following:

RFP Subject: **2018-002 "Disaster/Debris Monitoring Services and Financial Recovery Assistance"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address
6. Mailing Address

Tab 1 - Table of Contents: Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest: Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size



- b. Range of activities
- c. Years of experience that the proposer has in providing similar services.
- d. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
- e. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 5 - Previous Experience**)
- f. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
- g. A brief statement must be included which explains why your proposal would be the most effective and beneficial to North Bay Village.

Tab 3 - Experience and Ability (25 points): The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
8. Provide the percentage of availability of assigned staff to work on this project.
9. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
10. Explain the ability and experience of the field staff with specific attention to project related experience.



11. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
12. If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
13. List of current and future debris management contractual obligations with their current status and projected termination dates.
 - a. Provide reasonable assurance that such obligations will not preclude CONTRACTOR from meeting its obligations under this contract.
 - b. Plan for managing multiple Florida-based debris management contracts
 - c. Proposer must have provided services as a primary disaster debris monitoring consultant similar to those required in this RFP to at least one (1) jurisdiction of at least 150,000 people.

Tab 4 – Operational Plan (25 points): The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.
4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.

Tab 5 - Previous Experience (20 points): Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Monitoring Consultant for, at least, the last five (5) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Monitoring projects exceeding two million dollars (\$2,000,000) per event.



3. Explain history of FEMA reimbursements, including;
 - a. Closed, active, pending FEMA disputes, audits or lawsuits.
 - b. Explanation of unrecovered FEMA reimbursements.
4. Details of References should include the following:
 - a. Name and location of the project
 - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
 - c. Nature of the firm's responsibility on the project
 - d. Project owner's representative name, address, phone number, and e-mail address
 - e. Project duration and the date the project was completed or is anticipated to be completed.
 - f. Size of project including number of residents
 - g. Cost of project
 - h. Work for which staff was responsible
 - i. Contract Type
 - j. The results/deliverables of the project

Tab 6 - Financial Capability (5 points): The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of five million dollars (\$5,000,000) with their proposal response. The Village will not waive this requirement.
3. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of one million dollars (\$1,000,000) and compliance with the information stated in the **"PAYMENT AND PERFORMANCE BONDS"** section of this solicitation. The Village will not waive this requirement.

Tab 7 – Project Cost (25 points):

1. Attachment B: Proposal Form in a separate envelope.
 - a. Attached is proposal form (Attachment B) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor. This form must be completed and submitted in a sealed envelope as part of the bidder's submittal. The vendor must provide their pricing through the designated lines listed in the Proposal Requirements section of this solicitation.
 - b. Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda.



The address and telephone number for communications regarding the Proposal must be shown.

- c. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- d. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Tab 8 – Other Completed Forms:

- Attachment C: Vendor Information Form and a W-9
- Attachment D: Non-Collusive Affidavit
- Attachment E: Proposer’s Completed Qualification Statement
- Attachment F: Homeland Security’s E-Verify System Affirmation Statement
- Attachment G: Insurance Certificate
- Attachment H: Qualification Forms
 - Form 1 – Proposal Pricing Sheet - N/A
 - Form 2 – Proposer’s Statement of Organization
 - Form 3 – Personnel
 - Form 4 – References
 - Form 5 – Drug Free Workplace
 - Form 6 – Acknowledgement of Addenda
 - Form 7 – Independence Affidavit
 - Form 8 – Certification to Accuracy of Proposal

1. Proposal Security (Bid Bond Form or Cashier’s Check)
 - a. Each Proposal must be accompanied by a certified or cashier’s check or by a Bid Bond made payable to North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to VILLAGE and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).
 - b. Proposers must submit a copy of their bid security (bid bond form or cashiers check) with their bid submittal.
 - c. Proposers must also submit their original bid security (bid bond form or cashiers check) at time of the bid due date, or they will be determined as non-responsive.
 - d. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked “**BID SECURITY - RFP # 2018-002 Disaster/Debris Monitoring Services and Financial Recovery Assistance**” and sent to North Bay Village, Village Clerk's Office, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.



- e. Please see the Proposal Security Section in the “ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS” section of this RFP.

Tab 9 – Business Structure & Professional Registration Certificates:

- 1. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
- 2. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm’s current Florida Corporate Charter.

Tab 10 – Additional Information: Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The Village will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Experience and Ability	25 points
Operational Plan	25 points
Previous Experience	20 points
Financial Capability	5 points
Project Cost	25 points
Total Points	100 points

- C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the



Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

- D. The Evaluation Committee will make a recommendation, to the Village Commission, for the award of contract(s). The Village intends to award contracts to a Primary and a Secondary Consultant. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the Village taking into consideration the evaluation criteria.

SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	May 31, 2018
Question Due Date	June 8, 2018
Anticipated Date of Issuance for the Addenda with Questions and Answers	June 11, 2018
Proposals will be accepted until	12:00 p.m. on June 15, 2018
Proposals will be opened at	1:00 p.m. on June 15, 2018
Evaluation of Proposals by Staff	June 18, 2018 @ 10:00 a.m.
Recommendation of Contractor to Village Commission award	July 10, 2018

SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted in a sealed envelope by mail to the Village Clerk’s Office on or before 12:00 p.m. on June 15, 2018.**

The vendor must provide their pricing through the designated lines items listed in the *PROPOSAL REQUIREMENTS* section of this solicitation.

In addition applicants shall submit **six paper copies and two electronic copies** (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, clearly marked **“RFP # 2018-002 Disaster and Debris Monitoring Services”, on or before 12:00 p.m. on June 15, 2018** to the:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141



PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day immediately after submittal deadline, at the office of the Village Clerk, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 756-7171, E-MAIL ADDRESS: YVONNE.HAMILTON@NBVILLAGE.COM, AND MAILING ADDRESS: YVONNE HAMILTON, VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA 33141).

However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to the solicitation will become the property of Village and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of Village.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with Village and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Village by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may



withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, Village reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

Village reserves the right to reject the Proposal of any Proposer if Village believes that it would not be in the best interest of the Village to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Village.

The Contract shall be awarded by Village's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to Village, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

1. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **ADDENDA or ADDENDUM:** A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal will receive an addenda from the Village Clerk via email. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through email will be the only official method whereby changes will be made.



3. **INTERPRETATIONS AND QUESTIONS:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. It is the Proposer's responsibility that the questions be submitted in a timely fashion and on time. The Village requires all questions relating to the solicitation be submitted in writing and emailed to the Village Clerk at Yvonne.hamilton@nbvillage.com. Responses to the questions will be provided via email. Such request must be received by **June 8, 2018**. Questions received after **Same Date as Request to be Received** shall not be answered. Interpretations or clarifications in response to such questions will be issued via an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.
4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The Proposal Security filed with and as a part of the Proposal shall be forfeited in its entirety to Village as liquidated damages if the Proposer to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days following the award by the Village Commission.
5. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of Village or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.
6. **ENVIRONMENTAL REGULATIONS:** Village reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify Village immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.
7. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and Village, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.



8. INDEMNIFICATION:

- A) GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the Village, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
- B) PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by Village.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive Village's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **CONTRACT TIME:** By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.
10. **LIQUIDATED DAMAGES** (in accordance with 2 CFR §200.326 Appendix II to Part 200 (A))
- A. The work to be performed under this Contract shall be commenced as detailed in the Specifications. As a breach of contract would cause a substantial delay in the completion of the required services which affect the safety and welfare of the public, the Village hereby incorporated the following liquidated damages.
- B. These amounts are not a penalty but liquidated damages to the Village. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the



impossibility of precisely ascertaining the amount of damages that will be sustained by the Village as a consequence of such delay. Vendor acknowledges and agrees that damages to Village from untimely completion are extremely difficult to determine, and accordingly, the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

- a. Failure of the Vendor to meet the 48 hour mobilization requirements as detailed in the Specifications and Requirements. Fee: \$1,000 per calendar day.
- b. Failure of the Vendor to repair damage(s) caused by the services provided by the Vendor and its subcontractors under the Contract. Fee: \$500.00 per incident.
- c. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).
- d. The Village is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this Contract, or as much thereof as the Village may, at its own option, deem just and reasonable.

11. PROPOSAL SECURITY: In accordance with 44 CFR 13.36, the Village shall request a bid guarantee from each bidder. However, since this solicitation will be used on an as needed basis during emergency situations that may result in a large range of costs, the Village cannot estimate a bid price. Therefore, in lieu of requesting a bid guarantee equivalent to five percent of the bid price, the Village shall request a bid guarantee in the amount of **five-thousand dollars (\$5,000)**.

Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to Village and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal package. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # 2018-002 Disaster/Debris Monitoring Services and Financial Recovery Assistance**" and sent to the:

North Bay Village
Village Clerk's Office, 3rd Floor,
1666 Kennedy Causeway
North Bay Village, FL 33141.

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of



Award, Village may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Proposers will be returned within seven (15) calendar days after Village and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at anytime thereafter, provided that he has not been notified of the acceptance of his Proposal. Proposal Security of all other Proposer will be returned within seven (15) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

- 12. PAYMENT AND PERFORMANCE BONDS:** The Contractor shall furnish to the Village, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Task Order or work authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The Contractor shall execute and furnish to Village a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide Village with evidence satisfactory to Village, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the Village. The performance bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the



maximum rate allowed by law; and that they shall indemnify and save harmless the Village to the extent of any and all payments in connection with the carrying out of said Contract which the Village may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Miami-Dade County, with the Contractor to pay all recording costs.

ATTACHMENTS

- Attachment A: Cone of Silence
- Attachment B: Proposal Form
- Attachment C: Vendor Information Form and a W-9
- Attachment D: Non-Collusive Affidavit
- Attachment E: Proposer's Completed Qualification Statement
- Attachment F: Homeland Security's E-Verify System Affirmation Statement
- Attachment G: Sample Insurance Certificate
- Attachment H: Qualification Forms
 - Form 1 – Proposal Pricing Sheet - N/A
 - Form 2 – Proposer's Statement of Organization
 - Form 3 – Personnel
 - Form 4 – References
 - Form 5 – Drug Free Workplace
 - Form 6 – Acknowledgement of Addenda
 - Form 7 – Independence Affidavit
 - Form 8 – Certification to Accuracy of Proposal

CONTACT INFORMATION

All questions related to this solicitation should be forwarded to Yvonne Hamilton, Village Clerk at yvonne.hamilton@nbvillage.com.



ATTACHMENT A – CONE OF SILENCE

12.1 Cone of Silence

You are hereby advised that this Request for Proposal No. 2018-002 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

- a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village 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 Village 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 Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;



- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
 - c. any emergency procurement of goods or services;
 - d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- (2) Procedure.
- a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and 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 bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.
 - b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.
- (3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.



(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.



ATTACHMENT B

PROPOSAL FORM

RFP #: 2018-002

TO: NORTH BAY VILLAGE
 1666 KENNEDY CAUSEWAY, SUITE 300
 NORTH BAY VILLAGE, FL 33141

IN ACCORDANCE WITH THE “Request for Proposals” titled “Disaster and Debris Management Services” attached hereto as a part hereof the undersigned proposes the following:

Section A – Personnel/Labor Services – Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the VILLAGE using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency. Please use additional sheets if necessary.

	POSITION	HOURLY RATE
1.	Project Manager	\$
2.	Field Supervisor	\$
3.	Field Monitor	\$
4.	TDMS Monitor	\$
5.	Drop Off Site Monitor	\$
6.	Debris Site Security	\$
7.	GIS Specialist	\$
8.	Load Ticket Data Entry Clerks	\$
9.	Project Coordinators	\$
10.	FEMA Coordinator	\$
11.	Environmental Specialist	\$
12.	Administrative Assistant	
13.	Other	\$
14.	Other	\$
15.	Other	\$

Section B – Documentation

	AERIAL PHOTOGRAPHS	HOURLY RATE
1.	Aerial Photo Package (one flight and one photograph)	\$
2.	Photograph Copies (per duplication of original photo)	\$
3.	Additional Photographs (per photo, same flight, same location, different view)	\$
4.	Additional Location (one photo, same flight, different location)	\$

ATTACHMENT B



Proposal Checklist

Is there at least five paper copies of the proposal submitted to the Village? Yes_____ Initial _____

Is there two electronic copies of the proposal submitted to the Village, along with all the completed attachments (A, B, C, D, E, F, G H, I)? Yes_____ Initial _____

Please confirm receipt of addenda:

I received Addendum #_____ Dated _____ Initial _____

I received Addendum #_____ Dated _____ Initial _____

I received Addendum #_____ Dated _____ Initial _____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT

NAME: _____

COMPANY: _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____



ATTACHMENT C
Vendor Information Form

Operating Name (Payee)	
Legal Name (as filed with IRS)	
Remit-to-Address (For Payments)	
Remit-to-Contact Name:	
Email Address:	
Phone # and Fax#:	
Order from Address (For Purchase Orders)	
Order from Contact Name:	
Email Address:	
Phone # and Fax#:	
Return-to-Address (For Product returns)	
Return-to-Contact Name	
Email Address:	
Phone# and Fax#:	
Payment Terms:	

Type of Business (please check one and provide Federal Tax Identification or Social Security Number)

Corporation

Federal ID Number: _____

Sole Proprietorship/Individual

Social Security No.: _____

Partnership

Health Care Service Provider

LLC-C (C corporation) – S (S corporation) – P (partnership)

Other (Specify): _____

Name & Title of Applicant _____

Signature of Applicant _____ Date: _____



Attachment C

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
--	--	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><th colspan="9">Social security number</th></tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><th colspan="9">Employer identification number</th></tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number																		Employer identification number																	
Social security number																																					
Employer identification number																																					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.



Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.



4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
• Protect your SSN,
• Ensure your employer is protecting your SSN, and
• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

Table with 2 columns: For this type of account: and Give name and SSN of: (or EIN of:). Rows include Individual, Joint account, Custodian account, Trusts, Sole proprietorship, Grantor trust, Disregarded entity, LLC, Corporation, Association, Partnership, Public entity, and Trust.

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires:



ATTACHMENT E

PROPOSER’S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER’S Name and Principal Address:

Contact Person’s Name and Title: _____

PROPOSER’S Telephone and Fax Number: _____

PROPOSER’S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER’S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATE. (ATTACH IN PROPOSER EXHIBIT SECTION)



ATTACHMENT E

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you? If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).



ATTACHMENT E

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



ATTACHMENT E

Has the Proposer, its principals, officers or predecessor organization (s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative contributor, maker
 Manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below:

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the VILLAGE in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By _____
(Signature)



ATTACHMENT F

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

_____ [print individual's name and title]

for _____ [print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person



controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature (Blue ink only)



ATTACHMENT F

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: print, stamp or type as commissioned.)

- _____ Personally known to me, or
- _____ Personal identification:
_____ (Type of Identification Produced)
- _____ Did take an oath, or
- _____ Did Not take an oath



ATTACHMENT G

<u>ACORD</u> CERTIFICATE OF LIABILITY INSURANCE				DATE (MMDDYY)								
PRODUCER		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p>										
INSURED YOUR COMPANY NAME HERE		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">INSURER A.</td> <td rowspan="5" style="width: 50%; text-align: center; vertical-align: middle;">Companies providing coverage</td> </tr> <tr> <td style="padding: 2px;">INSURER B.</td> </tr> <tr> <td style="padding: 2px;">INSURER C.</td> </tr> <tr> <td style="padding: 2px;">INSURER D.</td> </tr> <tr> <td style="padding: 2px;">INSURER E.</td> </tr> </table>			INSURER A.	Companies providing coverage	INSURER B.	INSURER C.	INSURER D.	INSURER E.		
INSURER A.	Companies providing coverage											
INSURER B.												
INSURER C.												
INSURER D.												
INSURER E.												
COVERAGES												
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>												
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability		LIMITS EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE										
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">WC STATU- TORY LIMITS</td> <td style="width: 50%; text-align: center;">OTH- ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WC STATU- TORY LIMITS	OTH- ER											
E.L. EACH ACCIDENT \$												
E.L. DISEASE - EA EMPLOYEE \$												
E.L. DISEASE - POLICY LIMIT \$												
	OTHER											
<p>Certificate must contain wording similar to what appears below</p>												
<p>"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"</p>												
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION								
North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141		City Must Be Named as Certificate Holder		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION MAIL <u>30</u> DAYS WRITTEN LEFT.								
AUTHORIZED REPRESENTATIVE												



ATTACHMENT H – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)



**FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. _____
2. _____



7. Licenses:

a. County or Municipal Occupational License No.

(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

d. Social Security or Federal I.D. No:



**FORM 3
PERSONNEL**

For each person providing services sought in the RFP, provide a detailed resume indicating that individual’s areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals and mileage). Lodging and meals will be billed at the most current GSA per diem rate for the area. Mileage will be reimbursed at the most recent IRS published rate.

- A. Name & Title
- B. Years of Experience with this company:
With Other Similar companies:
- C. Education:
Degree(s)
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

Key Positions – Provide resumes for the Project Manager and Operations Manager. Provide job descriptions for other key positions listed.

POSITIONS

1.	Project Manager
2.	Field Supervisor
3.	Field Monitor
4.	TDMS Monitor
5.	Drop Off Site Monitor
6.	Debris Site Security
7.	GIS Specialist
8.	Load Ticket Data Entry Clerks
9.	Project Coordinators
10.	FEMA Coordinator
11.	Environmental Specialist
12.	Other
13.	Other
14.	Other

This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

Signature of Authorized Person

Date



**FORM 4
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
2. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
3. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____



**FORM 5
DRUG-FREE WORKPLACE**

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:



**FORM 6
ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)



**FORM 7
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
 (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Print Name

Title

Date

[Acknowledgment on following page.]



Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:



**FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: