

RESOLUTION No. 13-2205

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH WITT O'BRIEN'S LLC. FOR DEBRIS MONITORING SERVICES PIGGYBACKING OFF THE COMPETITIVELY BID CONTRACT AWARDED BY THE VILLAGE OF INDIAN CREEK, FLORIDA; APPROVING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE THE REQUIRED AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside desires to select a provider for management and monitoring of emergency generated debris within the Town; and

WHEREAS, Federal Emergency Management Agency (FEMA) requires that the Town have a Debris Management Plan and an agreement in place to monitor the work being performed by the debris collection contractor, and

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with Witt O'Briens, LLC ("WOB"), by piggybacking off a competitively bid agreement awarded by Indian Creek Village, Florida to manage and monitor emergency generated debris; and

WHEREAS, WOB was selected by the Village of Indian Creek in Resolution No. 636 pursuant to RFP 1-23-13; and

WHEREAS, the Town Commission believes it is in the best interest of the Town to enter into the Agreement (attached hereto as Exhibit "A") with WOB for management and monitoring of emergency generated debris.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Authorization. The Town Commission hereby approves the Debris Monitoring Services Agreement with WOB pursuant to the competitively bid agreement with Indian Creek Village hereby authorizes the Town Manager and Town Attorney to execute all necessary documents.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12 day of Nov, 2013.

Motion by Vice Mayor Karukin, second by Commissioner Graubart

FINAL VOTE ON ADOPTION

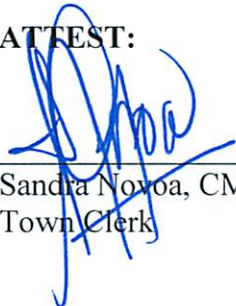
Commissioner Joseph Graubart
Commissioner Michelle Kligman
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch

yes
yes
yes
yes
yes



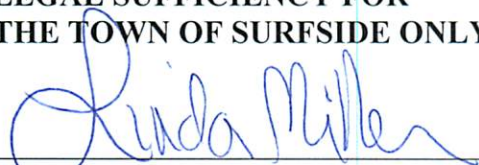
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:



Linda Miller, Town Attorney

Resolution No. L3-2205

18 July

Commissioner Stewart

Vice Mayor Kuntz

yes
yes
yes
yes
yes

[Handwritten signature]

13-2802

EXHIBIT A

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (the "**Purchasing Agreement**") is entered into this _____ day of _____, 2013 ("**Effective Date**"), by and between, the Town of Surfside, Florida (the "**Town**") and Witt O'Brien's, L.L.C. (the "**Contractor**"), each of which may be referred to individually as "**Party**" or collectively as the "**Parties**."

WHEREAS, Indian Creek Village, Florida ("**Indian Creek**") issued an RFP for Disaster Debris Monitoring Services (RFP dated 1/23/2013), a copy of which is incorporated herein by reference as Attachment A (the "**RFP**");

WHEREAS, Contractor submitted a proposal response to the RFP, a copy of which is incorporated herein by reference as Attachment B (the "**Proposal**"); and

WHEREAS, Indian Creek selected Contractor to provide Services (as defined herein), and the Contractor and Indian Creek entered into a Standard Written Agreement for Disaster Debris Monitoring Services (the "**Contract**"), a copy of which is incorporated herein by reference as Attachment C;

WHEREAS, the Town wishes to purchase Services from Contractor as set forth in this Purchasing Agreement

NOW THEREFORE, the Parties agree to the following:

- 1) The above-referenced recitals are true and correct, are incorporated herein, and made a part of this Purchasing Agreement.
- 2) Upon request by the Town, Contractor shall provide the Town with the services described in the Contract (the "**Services**"), and the Town shall pay Contractor for the Services in accordance with the rates, and the terms and conditions referenced therein.
- 3) Except as otherwise provided herein, the terms and conditions of the Contract shall control this Purchasing Agreement. In the event of an ambiguity or a conflict between the Contract and the Purchasing Agreement, the Purchasing Agreement shall be controlling.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Purchasing Agreement to be effective as of the date set forth below.

Town of Surfside, Florida

By: _____

Printed Name: _____

Title: _____

Witt O'Brien's, L.L.C.

By: _____

Printed name: _____

Title: _____

ATTACHMENT A
RFP



INDIAN CREEK VILLAGE

REQUEST FOR PROPOSALS
"Disaster Debris Monitoring Services"

The Village of Indian Creek is requesting sealed proposals from qualified, licensed and experienced firms for Disaster Debris Monitoring Services. The successful proposer will provide disaster debris monitors following a debris-generating event such as a hurricane, storm, or other event. Monitors are necessary to ensure that Federal Management Agency ("FEMA") and Florida Division of Emergency Management ("FDEM") emergency plans and the Village of Indian Creek removal contract requirements are met by monitoring the debris removal from Indian Creek Island Road and 91st Street.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the office of the Village Clerk, until 2:30 p.m. on Monday, March 4, 2013 at which time they will be opened and read by the Village staff/representatives. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark proposals:

"DISASTER DEBRIS MONITORING SERVICES REQUEST FOR PROPOSAL"

Copies of this Request for Proposal may be obtained at the Village of Indian Creek. Village Hall located at 9080 Bay Drive, Indian Creek Village, Florida 33154-3212.

FOR INFORMATION

For additional information on this Request for Proposal, contact C. Samuel Kissinger, Village Manager, 305-865-4121.

ACCEPTANCE, REJECTION and CANCELLATION

The Village reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage and benefit to the Village. The Village also reserves the right, in its sole and absolute discretion, to cancel this Request for Proposal at any time.

INDIAN CREEK VILLAGE, Florida

SUBJECT: Request for Proposals (RFP) from qualified and experienced firms for Disaster Debris Monitoring Services.

The Village of Indian Creek invites you to submit an original proposal (clearly marked) and seven (7) bound copies in response to our Request for Proposals. All submissions and inquiries must be addressed as outlined in the RFP.

The proposals are to be submitted in a sealed envelope clearly marked Important, Bid Enclosed bearing the name of the proposer, and the address as well as the title of the RFP, no later than 2:30 p.m., Monday, March 4, 2013, Mail or hand deliver your clearly marked proposal to:

INDIAN CREEK VILLAGE
Village Clerk
Disaster Debris Monitoring Services
9080 Bay Drive
Indian Creek, Florida 33154

The Village's tentative schedule for this Request for Proposals is as follows:

Opening of Proposals:	2:30p.m
Proposals Evaluations:	TBD
Interviews (upon Village discretion):	<u>TBD</u>
Commission Award:	<u>March 4, 2013</u>

The Village reserves the right to delay or modify scheduled dates. The Village will notify proposers of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

Sincerely,

C. Samuel Kissinger
Village Manager
Village of Indian Creek, Florida

**INDIAN CREEK VILLAGE
Request for Proposal**

1.0 PURPOSE

The **Village** is requesting sealed proposals from qualified and experienced firms, (hereinafter referred to as "CONTRACTOR") for Disaster Debris Monitoring Services. Upon the Village Council's ratification of the Selection Committee's rankings, the **Village** will enter into negotiations with the number one ranked firm to establish the fees for services to be performed under the Agreement herein (the "Agreement"), which shall be subject to ultimate approval by the Village Council.

The successful proposer must be an independent contractor and the individual(s) assigned to work for the **Village** by the CONTRACTOR shall be subject to the approval of the **Village**, and will not be a **Village** employee(s). The successful proposer shall execute the Agreement for approval by the Village Council. The **Village** is interested in entering a three year contract with the successful proposer and can be extended for two (2) additional 2 year terms.

2.0 BACKGROUND

2.1 Statistical Data

The Village of Indian Creek is an incorporated municipality in Miami-Dade County, Florida of approximately 300 acres with 35 residential units and the Indian Creek Country Club consisting of 188 acres. The Village is governed by a five member Village Council and is administered under a Council-Manager form of government. Assessed valuation is FY 2013 \$371,257,908. Single family residences occupy 67 acres.

2.2 Scope of Services

The Village of Indian Creek is interested in securing a three-year agreement for disaster debris monitoring services. The successful proposer will provide the required pre-event, post-event, and other necessary debris monitoring services as needed by the Village as a result of a hurricane or other disaster. This work will include, but not be limited to the following services as required:

Prior to a disaster (such as a hurricane) the Contractor will assist the Village in the preparation for such a disaster through participation in meetings, workshops, the establishment of data management systems for the handling of disaster debris, and other disaster debris related matters.

Provide debris estimations and analyze collection areas.

Participate in pre-event planning, including review of temporary debris management sites (TOMS).

After a disaster (such as a hurricane) the Contractor will provide assistance with load inspections being performed by one or more debris collection contractors.

Monitor multiple truck pickups, issue load tickets, remain in contact with the Village's central dispatch area, report on each load volume percent full, and troubleshoot any problems arising in the work area that may impact eligibility for cost reimbursements, keeps records of collected debris street areas.

Monitor TOMS inspection and record keeping related to debris collected and delivered to TOMS.

Follow FEMA policies for vehicle and equipment certification and collection and disposal procedures.

Follow FEMA guidelines for costs of service and invoicing.

Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to Village.

3.0 RESPONSIBILITIES OF THE VILLAGE

Village staff will be available to assist proposers in both the bidding process and the operational functions with interpreting specifications, standards and directions.

4.0 SUBMISSION OF PROPOSAL

Incurring Expenses:

The Village is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposal.

Interviews:

The Village reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The Village will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

Proposal Acknowledge:

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information:

The proposer shall furnish such additional information as the Village of Indian Creek may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services.

The Village reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Indian Creek Village Police Department.

Acceptance/Rejection/Modification to Proposals:

The Village reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

Proposals Binding:

All proposals submitted shall be binding for ninety (90) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the Village in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the Village and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

5.0 CONDITIONS OF PROPOSALS

- A. Late Proposals** – Proposals received by the Village after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Completeness** – All information required by this RFP must be supplied to constitute an acceptable proposal.
- C. Public Opening** – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person ten (10) days after the opening or recommendation of award which ever occurs sooner.
- D. Award Presentation** – The Village Manager will present to Village Council for acceptance and final award, one or more of the proposals, or reject all proposals, within ninety (90) calendar days from the date of opening of proposals.

6.0 TERMS AND CONDITIONS OF AGREEMENT

The contract to be entered into with the successful proposer(s) will include, but not be limited to, the following terms and conditions.

The proposer shall agree to indemnify and hold harmless and pay on behalf of the Town, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The agreement shall be a three-year (3) agreement beginning after Village Council award. Subject to any approved extension of 2, two year extensions.

The content of this RFP and all provisions of the successful proposer deemed pertinent by the Village may be incorporated into an agreement and become legally binding.

The Village shall pay the Contractor for the performance of the Agreement and satisfactory completion of the project in accordance with the unit prices proposed by the Contractor and accepted by the Village. Unit prices shall not exceed unit prices of accepted proposal schedule.

The Village shall have the option of terminating the agreement by giving the Contractor seven (7) days written notice.

The Village Council shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due.

This agreement may not be terminated by the proposer unless otherwise provided in the agreement.

7.0 REFERENCES

Please provide a list and description of similar projects satisfactorily performed within the past three (3) years. For each engagement listed indicate the scope of work, date, engagement partners, total hours, location of the firm's office from which the engagement was performed, and include the following:

- Name
- Address
- Contact Name
- Telephone, Facsimile Number & e-mail address
- Date of Contract

Indicate at least three clients with whom the Village may speak with during the evaluation phase. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

8.0 PROCEDURE FOR REVIEW

A Selection Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The Village reserves the right to forego the interview process.

The Village reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The Village further reserves the right to seek new proposals when it is in the best interest of the Village to do so.

The Village will negotiate the contract price and fees with the firm / firms ranked highest.

9.0 EVALUATION METHOD AND CRITERIA

The Indian Creek Village shall evaluate proposals submitted in accordance with the following:

A. Responsiveness / Responsibility Award shall be made to the responsive / responsible proposer whose proposal is determined to be the most advantageous to the Village, taking into consideration the evaluation factors set forth below. The following Mandatory Requirements will be used in determining whether a proposer is responsive to the RFP but will not be used as an evaluation criterion:

- The Contractor is licensed to practice in Miami-Dade County and the State of Florida.
- The firm has no conflict of interest with regard to any other work performed by the firm for the Village.
- The firm adheres to the instructions in the RFP on preparing and submitting the proposal and applicable Village ordinances.

B. Criteria	POINT RANGE
Qualifications and Experience	0-30
Management Approach	0-25
Resources and Availability	0-25
Cost of Services	0-20
Total	100

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A FIRM.

10.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the Village is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the Village is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the Village Manager C. Samuel Kissinger at 305-865-4121.

11.0 INFORMATION REQUIRED OF PROPOSER

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

- A. Proposal Format:**
Proposal shall be in the following order:
Title Page, Table of Contents, Letter of Transmittal, Proposal Certificate, Detailed Proposal, General Information, Specific Information, Technical Information, and References
- B. Title Page:**
Name of Proposer's company/corporation, address, telephone number, e-mail address, name of person which will handle the Village's account, date, and the subject- "DISASTER DEBRIS MONITORING SERVICES".
- C. Letter of Transmittal:**
Limit to one or two pages. Briefly state the Proposer's positive commitment, understanding of the work to be performed and a commitment to perform the work within time restraints.
- D. General Information:**

State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated and place of incorporation.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity. An affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

E. Specific Information:

List and describe the number and type of personnel who will perform the work, and licenses or certification and equipment to be utilized.

F. Insurance Requirements

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance - as required by law.
- Employer's Liability Insurance - \$500,000 per occurrence
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of agreement, a Certificate of Insurance naming Indian Creek Village as additional insured.

G. Cost

Each proposal must include a schedule of personnel rates to be charged to the Village. These rates will be valid for the term of the contract.

12.0 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Village Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

13.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this RFP becomes the property of the Village. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Village. The Village has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow Indian Creek Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of Indian Creek Village or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the cover letter from the Village Manager and fully understand that it is incorporated as a part of this RFP by reference. I further agree that I have reviewed, am aware of and will otherwise comply with all Village ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

Name of Business

Signature

Date

BY:

Sworn to and subscribed before me this _____ day of _____, 2013.

Name & Title, Typed or Printed
Notary Public

Mailing Address:

State of _____

City, State, Zip Code

Facsimile Number () _____

Telephone Number ('-___), _____

Email Address: _____

AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____ is _____ (title) _____ of _____ the _____ (corporation described herein) being duly sworn, deposes and says that he/she is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that Indian Creek Village considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a existing work, future contracts or contracts being performed by the Contractor for Indian Creek Village.

(Officer must also sign here)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of _____

County of _____

----- being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that Indian Creek Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for Indian Creek Village, Florida.

(Applicant)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____ being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that Indian Creek Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for Indian Creek Village, Florida.

(Member of Firm)

Sworn to me before this _____ day of 20____, by _____
(name of affiant). He/she is personally known to me or has
produced _____ (type of identification) as identification.

(Notary)

SEAL

Appendix A

SCHEDULE OF FEES AND EXPENSES

FOR DISASTER DEBRIS MONITORING DESCRIBED IN RFP SECTION 2.2

ATTACHMENT B
Proposal

**CONTRACT AVAILABLE
THROUGH THE OFFICE OF
THE TOWN CLERK
UPON REQUEST**