

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 01488
FOR
DISASTER COST RECOVERY SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2020 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division

for

Office of Emergency Management
Miami-Dade Fire Rescue Department

COUNTY CONTACT FOR THIS SOLICITATION:

_____, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-____
E-mail: @miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see **addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County _____ Department, is soliciting proposals for

The County anticipates awarding a contract for five **year** period, with two additional five **year** options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Contract Measures

An SBE measure applies to this solicitation as follows and as otherwise stipulated in Sections 2-8.1.1.1.1, 2-8.1.1.1.2, and 10-34 of the Code and Miami-Dade County Implementing Order 3-41. After award, any changes in SBE participation must be approved by SBD. The **Business Management Workforce System (BMWS)** is the web-based system that firms must utilize to comply with SBE, Wage and/or Workforce programs, and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>).

Set-Asides:

Contracts set-aside for SBE participation are governed as follows:

Set-Aside SBE-Micro Tier 1: Only firms certified as a SBE-Micro Tier 1 by SBD are eligible for participation.

Set-Aside SBE-Micro Tier 2: Firms certified as a SBE-Micro Tier 1 and Tier 2 by SBD are eligible for participation. Additionally, a bid preference of ten percent (10%) shall apply for SBE-Micro Tier 1 firms.

Set-Aside SBE-Tier 3: Firms certified as a SBE-Micro Tier 1, SBE-Micro Tier 2 and SBE-Tier 3 by SBD are eligible for participation. Additionally, a bid preference of ten percent (10%) shall apply for SBE-Micro Tier 1 firms and a bid preference of five percent (5%) shall apply for SBE-Micro Tier 2 firms.

The preference shall be used only to evaluate a bid and shall not affect the contract price.

For contracts set-aside for SBE participation, bidders must submit a completed Certificate of Assurance acknowledging the required SBE measure at the time of bid submission. Where subcontracting is allowed or required on a set-aside contract, bidders may also be required to submit a Utilization Plan via BMWS.

Subcontractor Goals

Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of SBEs to perform such work. Only SBEs certified to provide the type of goods or services are counted towards meeting a goal. For contracts in which a goal is applied, Prime bidders must (1) submit a completed Certificate of Assurance acknowledging the required SBE measure at the time of bid submission and (2) submit a Utilization Plan listing the certified SBEs to fulfill the SBE goals via BMWS, upon notification by SBD or BMWS, within the required time frame. The Contractor will be responsible for reporting payments to subcontractors, and subcontractors must confirm the reported payments, via BMWS, within the specified time frame.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County requires the assistance of an Emergency Management Professional Services Contractor to manage the cost recovery and reimbursement services that occur after a disaster.

The selected Proposer will assist Miami-Dade County in managing the damage assessment, project development, and administration of Federal and State disaster recovery grant programs related to a Federally Declared Disaster incident. This includes, but is not limited to:

- Public Assistance (PA) Grant Program
- Hazard Mitigation Grant Program (HMGP)
- Community Development Block Grant (CDBG)-Disaster Recovery & Mitigation

The Project shall consist of four (4) Deliverables that will require the full-time, dedicated support of the Contractor's staff throughout the performance period of the Project.

2.2 Minimum Qualification Requirement

The minimum qualification requirement for this Solicitation is

A. Vendor(s) must have knowledge and hands on experience, of comprehensive emergency management, specifically in Federal cost reimbursement, mitigation grant planning and Community Development Block Grant-Disaster Recovery grant management. Also, familiarity with Federal, State, and Local ordinances, statutes, laws, and regulations that define the role and responsibilities of emergency management.

Vendor shall provide as proof:

Executive Summary: Vendor(s) must submit an executive summary detailing their firm's capabilities and expertise.

References: Vendor(s) must submit references from at least two (2) organizations (for each group that the vendor is participating in) where the vendor has provided services in the past three years similar to those outlined in this solicitation to counties or large cities with a population in excess of 1 million residents. References will be used to verify that the vendor is capable of providing the required services.

Examples of Prior Work: Vendor(s) must submit a minimum of two (2) verifiable examples of Federal cost reimbursement performed for each of the groups that they wish to be qualified under. This can be a past contract, customers website, press articles etc. Vendor(s) must include information pertaining to the project with sufficient detail that explains the scope of work and the resources / methodology utilized to ensure successful implementation. This data should correlate to the references provided above for a minimum of two (2) accounts.

B. Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of three (3) years. If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of three years, unless already provided under Section A.

These vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price and who meets any specific experience and/or certification requirements as identified in the individual request shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original Competition.

All required certification and/or qualifications must remain valid throughout the term of the contract. Miami-Dade County reserves the right to require the vendor to submit evidence of its qualifications / certifications prior to any award.

During the term of this contract the County may have a need to procure other services related to Emergency Management Services that are not currently defined, or require supplementary qualifications and certifications. The County reserves the right to issue a request for qualifications / certifications and issue an addendum to the contract adding those vendors who may hold such qualifications and certifications. Spot market pricing procedures may be initiated by either the using County department or by DPM.

Acceptable certifications include but are not limited to the following:

EMERGENCY MANAGEMENT CERTIFICATIONS

- Certified Emergency Manager (CEM)
- Associate Emergency Manager (AEM)
- FEMA Professional Development Series (PDS) Certificate
- Advanced Professional Series (APS) Certificate,
- Completion of FEMA Courses for Trainers / Instructors such as FEMA E/L-449 Course (Train the Trainer), FEMA G-265 Course (Instructional Delivery Skills) etc.
- Public Assistance Data Processing Specialist Qualification Certification
- Public Assistance Data Processing Manager Qualification Certification
- Public Assistance Task Force Leader Qualification Certification
- Public Assistance Planning Manager Qualification Certification
- Public Assistance Planning Specialist Qualification Certification

2.3 Deliverable 1: Cost Recovery Program Implementation Training

The Selected Proposer shall identify and review disaster cost recovery and reimbursement best practices and related materials that includes, but is not limited to:

- FEMA Public Assistance Program and Policy Guide
- Miami-Dade County's Comprehensive Emergency Management Plan (CEMP)
- Miami-Dade County Recovery Plan
- State of Florida Public Assistance Policies

The Selected Proposer shall conduct interviews with Subject Matter Experts (SME) from various Miami-Dade County Departments, Municipalities, and partner agencies to understand the existing and, disaster, and non-disaster related systems in place. These interviews are also meant to identify lessons learned from past disasters and develop an implementation plan for enhancements in damage assessment and estimate reporting with a goal of enhancing recovery of costs in future disasters. The Selected Proposer shall prepare a Report with the recommendations on the necessary updates to existing plans and procedures that address disaster recovery and cost reimbursement activities. This report would include recommendations on any operational recovery efforts that impact the cost reimbursement activities.

The Selected Proposer shall address the pre-Federal declaration activities that will assist Miami-Dade County in managing disaster recovery and reimbursement activities.

A. Planning

The Selected Proposer shall:

1. Work closely with the County to maintain and update its Cost Recovery Guide and other relevant plans and procedures to ensure they are aligned with the appropriate Federal and State policies and procedures.
2. Develop tools and action plan for County Departments to use to enhance their compliance and accountability while promoting efficiency in the cost recovery process.
3. Provide guidance on necessary revisions to County plans and procedures that deal with the Initial Damage Assessment (IDA) and Preliminary Damage Assessment (PDA). Develop a guide by County department on their essential recovery activities and provide recommendations on what modifications should occur.
4. Review existing County payroll policies and provide recommendations on changes that are needed to maximize potential State or Federal reimbursement.
5. Conduct a meeting to inform the County of the Selected Proposer's findings and recommendations.

B. Training and Exercises

The Selected Proposer shall:

1. Develop training courses on the relevant Federal grant programs.
2. Provide necessary training to County Departments, Municipalities, and partner agencies on collecting documentation for the IDA and PDA using templates and shared tools as required.
3. Design and execute in-person and virtual training programs on current Legacy Financial System (e.g. FAMIS, DAR, ADPICS, Payroll) with transition to the future County financial system (e.g. PeopleSoft, etc.) as related to disaster cost recovery. This should include a method to document personnel attendance, training certificate, etc.
4. Design and conduct Homeland Security Exercise and Evaluation Program (HSEEP) compliant workshops, tabletop, functional and/or full-scale exercises related to the disaster recovery and reimbursement system. This includes creation and publication of after-action reports.
5. Conduct annual training for County Departments, Municipalities and partner agencies.

2.4 Deliverable 2: Cost Recovery Operational Services

The Selected Proposer shall initiate the Cost Recovery Operational Services at the time deemed appropriate by the Office of Emergency management and the Finance Director/Deputy Mayor. This deliverable can be activated for an existing or impending disasters.

The Selected Proposer shall provide personnel that will support and if necessary supplement the Finance Department's cost recovery team, the County Departments' and the EOC's short-term recovery activities. The Selected Proposer's initial response team will lay the groundwork for the Selected Proposer's larger team, which will supplement the Finance Department, the EOC team, and the other relevant County Departments, Municipalities, and Agencies.

Once the Selected Proposer's is provided a Notice to Proceed, the Finance Department, in cooperation with the Office of Emergency Management will hold a Planning Workshop. The Workshop will provide detailed information on the expectations of the implementation of Cost Recovery Operational Services so that the Selected Proposer can best support Miami-Dade County, Municipalities and agencies throughout the reimbursement process. The Workshop may be conducted in-person, or virtually, and will occur while the EOC is transitioning o short-term recovery operations.

A. Emergency and Recovery Operations Centers and Federal Joint Field Office

The Selected Proposer shall:

1. Maintain an emergency contact list to ensure communication pre and post disaster between the consultant and Miami-Dade County.
2. Provide personnel to assist in staffing the Miami-Dade Emergency Operations Center (EOC) and the Recovery Operations Center (ROC).
3. Serve as the primary point-of-contact for data collection for the County Departments, its 34 Municipalities and eligible agencies. Develop a storage site for all the data being collected (e.g. SharePoint or other appropriate location to be determined by the County).

4. Serve as the primary point-of-contact with the Federal Joint Field Office and the FEMA Program Delivery Manager assigned to the County government (including FEMA auditors and State auditors part of the recovery efforts..)
5. Provide additional expertise and staffing as needed to support disaster recovery efforts.
6. Participate in response and recovery conference calls with the County, State and FEMA as needed.

B. Damage Assessment

The Selected Proposer shall:

1. Provide extensive knowledge, experience and technical competence in planning and oversight of the Initial and Preliminary Damage Assessment processes/
2. Conduct, support or assist with the collection, compilation and review of damage assessment data, to include but not limited to:
 - a) Labor costs
 - b) Equipment usage
 - c) Materials used
 - d) Contracts implemented
 - e) Rental equipment usage
3. Serve as Miami-Dade County and its 34 Municipalities' advocate during the PDA with the State/FEMA team.

C. FEMA Public Assistance Services

Initial Support

The Selected Proposer shall:

1. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically the Robert T. Stafford Act, Post-Katrina Emergency Management Reform Act, and the Disaster Recovery Reform Act.
2. Assist in developing the initial projected expenditures for FEMA Categories A-G.
3. Maintain contact with appropriate State and Federal officials throughout the recovery phase in order to potentially maximize reimbursement.
4. Coordinate the FEMA Kick-Off Meeting with the appropriate County Departments, Municipalities, and Agencies.
5. Provide the initial information to FEMA through the Grants portal. This may include:
 - a) Insurance policies
 - b) Personnel plans and procedures
 - c) Contracts and Agreements

General Financial / Grant Management Support

The Selected Proposer shall:

1. Establish the documentation processes that are consistent with the County's current financial and emergency management systems and comply with FEMA's regulation and policies.
2. Provide guidance and recommendations on intra and inter-County mutual aid agreements.
3. Advise on FEMA's regulation, policy and procedures on tracking costs and facilitating reimbursement for all eligible costs.
4. Provide recommendations on inter-departmental charges and intra-state mutual aid requests for response activities. This will include providing guidance regarding these requests and existing State and Federal guidance.
5. Categorize, record, track, and file costs in support of the financial reimbursement process, track projects, and status of payments from the State.
6. Provide staff to the County Departments, municipalities, and agencies to supplement their ability to collect the appropriate data and submit the necessary documentation to FEMA through the Grants Portal.
7. Perform internal controls assessments and support compliance monitoring activities.
8. Provide recommendations and guidance on what is eligible items to submit for FEMA PA reimbursement and what documentation is needed to justify reimbursement.
9. Provide regular status reports and displays on the cost recovery and reimbursement progress.
10. Abide by FEMA's policies and procedures regarding Direct Administrative Costs (DACs).
11. Assisting in documenting DAC with the Finance Department and County departments and agencies.

12. Maintain security of County documentation used to justify FEMA reimbursement. This includes documentation submitted through the FEMA Grants Portal and Florida PA website.

Project Management

The Selected Proposer shall:

1. Assist the Finance Department and other County departments and agencies in completing the FEMA Grants Portal Essential Elements of Information (EEI) form for individual projects. Its mostly the County Departments and agencies. Finance does not fill out the EEIs.
2. Serve as an advocate on behalf of the County with FEMA regarding issues with projects. This would be conducted utilizing past precedents and case studies
3. Interpret FEMA procedures and provide expert guidance to the County departments, municipalities, and agencies.
4. Coordinate with the individual County departments. This includes attending meetings and requesting documentation for submittal to the State and FEMA.
5. Provide recommendations to the departments on critical issues (debris management, drainage, historical preservation, etc.).
6. Assist in tracking all project documentation submitted and follow-up on any outstanding expenditures to ensure that all eligible expenditures are credited through submitted reimbursements.
7. Assist the County in requesting advances of PA funds.
8. Conduct research and make recommendations to the County on requesting the implementation of alternative projects from the State and FEMA.
9. Meet regularly with the relevant Federal and State representatives on programmatic, financial contracting, and eligibility and process issues at the request of the County.
10. Evaluate and recommend potential alternates for Project improvement.
11. Provide regular reports to the Finance Department for submittal to the Board of County Commissioners and other senior officials.
12. Assist the County in requesting extension requests with the State and FEMA.
13. Maintain situation awareness of FEMA Category A-G expenditures for reporting purposes to the Board of County Commissioners and other senior officials.
14. Provide recommendations on guidance for reimbursement regarding leased properties and equipment used during response activities.
15. Provide additional services as assigned by the Finance Department within the scope of supporting the FEMA PA reimbursement process.
16. Provide support for denial of reimbursement request and complex reimbursement issues.

Project Closeout

The Selected Proposer:

1. Prepare appeals to the Federal and State governments.
2. Prepare projects for audits and response to audit findings, as requested.
3. Provide a final Report that will summarize the total reimbursement requested, total expenditures by Project, and any special circumstances.

2.5 Deliverable 3: Municipal Coordination

The Selected Proposer shall provide technical assistance to the County's 34 municipalities through the seven Divisional EOCs. If this deliverable is activated, the selected Proposer shall report to the Office of Emergency Management. The Selected Proposer shall:

1. Provide staff to the seven Divisional EOCs in the County that will provide technical assistance on damage assessments and initial disaster recovery, data collection, and reimbursement to the County and its 34 Municipalities.
2. Provide guidance on the appropriate eligible activities and documentation to support reimbursement claims.
3. Support the Office of Emergency Management in the collection and vetting of supporting documentation
4. Establish a listing of frequently asked questions to facilitate the timely submission of documentation
5. Serve as Miami-Dade County's and its 34 Municipalities' advocate during the PDA with the State/FEMA team.

2.6 Deliverable 4: Other Grant Support

The selected Proposer shall support the Office of Emergency Management and/or the Office of Management and Budget in the administration of the Hazard Mitigation Grant Program and the CDBG-DR or CDBG-MIT programs. This support shall include the following:

1. Identifying, developing and evaluating opportunities for hazard mitigation and disaster recovery projects to reduce or eliminate risk from future incidents.
2. Developing grant proposals, submit applications, and if needed, benefit cost analysis to protect damaged elements and facilities from future disasters.
3. Identifying opportunities through awarded federal disaster funding for cost sharing.

2.7 Project Management, Coordination and Administration.

Miami-Dade County will identify a Project Manager to serve as the official Liaison and administrative point-of-contact, who will report to the Finance Department. Additional project managers will be appointed as follows to address the deliverables identified in this scope of work:

- Deliverable 1: Office of Emergency Management
- Deliverable 2: Finance Department
- Deliverable 3: Office of Emergency Management
- Deliverable 4: Office of emergency Management or Office of Management an Budget.

The Selected Proposer shall be responsible for all the data collection, coordination and documentation, unless expressly identified otherwise in this Scope of Work. This shall include, but not be limited to:

- 1 Work item tracking;
- 2 All meeting coordination, scheduling, participant identification, invitation, and communication. This includes Committee, Stakeholder, Leadership, and Project Management meetings;
- 3 The taking of minutes and notes at all meetings;
- 4 The gathering of feedback, utilizing the most appropriate methods;
- 5 The provision of appropriate materials to ensure that the Stakeholders and Participants have the necessary information to hold discussions and provide appropriate input.

The Selected Proposer shall present to Miami-Dade County, during routinely scheduled meetings, a written report that:

1. Demonstrates progress towards the completion of all deliverables required within this Scope of Work;
2. Contains an updated timeline that identifies all deliverables and their actual or expected dates of completion; and
3. Identifies any challenges that may affect performance on the Scope of Work.

The Selected Proposer responsible to ensure that all deliverables, including drafts, are in the manner identified by Miami-Dade County, using common Business Writing conventions and structures. The submittal of any deliverable or report with spelling, grammar, typographical, and formatting errors is never acceptable.

All images, quotations, and work products utilized from a copyrighted source is to be appropriately identified, and any applicable permissions obtained, prior to the submittal of any applicable deliverable.

The Selected Proposer's Project Manager (or identified alternate) shall be readily available daily during normal business hours (during storm and disasters, hours are not normal business hours; they would need to be on call just the same as the EOC and Finance etc.), via email and phone, for the duration of the Project.

The Selected Proposer shall abide by the terms, conditions, and timeline described in the Scope of Work transmitted with the Purchase Order for the Project.

1. Payment for services shall only be provided upon successful completion, and acceptance by Miami-Dade County, of all deliverables (unless specified otherwise in the deliverable table) in sufficient quantity and quality, within the time specified. Liquidated Damages will be assessed at rate of 1% per day of the Purchase Order for deliverables not submitted at the time and date agreed upon in the Scope of Work and Purchase Order. Failure to complete all deliverables as specified shall result in complete cancellation of the Purchase Order with no liability to the Contractor/Vendor from Miami-Dade County, the State of Florida, or the U.S. Department of Homeland Security.

2. Extenuating circumstances caused directly by Miami-Dade County may be grounds for deviation from the original timeline. However, the Contractor is responsible to immediately and formally identify the cause and provide a written explanation of the expected impact(s) in order for Miami-Dade County to consider any modifications.

Funding for the Project, whether full or partial funding, is through the Miami-Dade County government budget or through other County funding sources (grants, etc.). The selected Proposer agrees to abide by the terms of the Agreement, as well as all applicable State and Federal laws and regulations. These terms include, but are not limited to:

- Compliance with the Americans with Disabilities Act (for both public and private entities)
- Compliance with the employment provisions contained in 8 U.S.C. Section 1324A(e) [Section 274(e)E of the Immigration and Nationality Act]
- Compliance with Florida's Government in the Sunshine Law (Section 286.011, Florida Statute)
- Title 41 U.S.C. 10a
- Robert T. Stafford Act.
- Disaster Recovery Reform Act
- 2 CFR Part 200

Additionally, the Selected Proposer shall hold the United States Government, the State of Florida, Miami-Dade County, and any other project participants harmless against all claims of whatever nature arising out of the Selected Proposer's performance of work under this Scope, to the extent allowed and required by law.

The Selected Proposer shall sign a certification that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Funding may be available through FEMA DAC if there is an active hurricane and they are working on the hurricane's recovery efforts. They need to comply with the documentation requirements under DAC so that the costs would be eligible.

2.8 **Reporting**

The Selected Proposer will be responsible for submitting to the County regular reports on their activities. This reporting includes participating in conference call with the County and the creation of status reports.

Conference calls may be held with the County and other relevant parties while the different deliverables have been activated. The production of reports will take the following forms:

- Weekly Status Report: These reports will detail the activities of and task assignments according to the deliverables that are activated of the selected proposer. These report will be submitted to the County each Friday the contract is activated.
- Quarterly Status Reports: These reports will also detail the proposer activities and task assignments by deliverable for a given quarter. It will be submitted to the County by the end of each quarter.

2.9 **Schedule**

The schedule for Deliverable I (Cost Recovery Program Implementation and Training) is as follows:

Task	Deadline for Completion
Evaluation of existing plans, Procedures and systems	
Department specific action guides	
Recommendation report on revisions to County's Initial Damage Assessment process	
Federal grant program training course	
Delivery of training program on Damage Assessment process	
Delivery of HSEEP exercises on disaster disaster recovery and reimbursement system	

The schedule for Deliverables II, III, and IV depends on the timeframe established by the Federal Emergency Management and Florida Division of Emergency Management for the Preliminary Damage Assessment, Kick-Off Meetings and Applicant Briefings. It will be determined at the Proposer/County planning workshop identified above.

2.10 Budget/Cost

The estimated budget for Deliverable I which addresses the County's planning, training and exercises needs is **\$200,000**.

An estimated budget for all deliverables II, III & IV is dependent on the needs of the County and the anticipated impact of a disaster and the County's losses. The proposers will submit to the County an hourly price breakdown based on the positions needed for these deliverables. **This estimated budget will be included as part of the scoring.**

2.11 Payment Schedule

The payment schedule will be conducted through the submission of invoices by the proposer to the County. These invoices will be incorporated into the deliverable schedule for Deliverables II, III & IV.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced

with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past Performance in providing these services to Municipalities	20
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	40
3. Proposer's approach to providing the services requested in this Solicitation	20
<u>Price Criteria</u>	<u>Points</u>
4. Proposer's proposed price	20

4.3 Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section

and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package:

Proposer Information Section

Web Forms – Proposal Submittal Form, Subcontracting Form, Certificate of Assurance, Lobbyist Registration Form, and Contractor Due Diligence Affidavit.

Form 1 – Price Proposal Schedule