



City of Miami

REQUEST FOR PROPOSALS

ENVIRONMENTAL ASSESSMENT & REMEDIATION OF VIRGINIA KEY LANDFILL

**RFP NUMBER
08-09-074**

ISSUE DATE: September 29, 2009

MANDATORY PRE-PROPOSAL CONFERENCE:
October 9, 2009

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE:
October 19, 2009

RESPONSE SUBMISSION DEADLINE:
October 30, 2009 at 2:00 PM

CONTACT:

Capital Improvements Program
City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, Florida 33130
Fax: 305-416-2153
Attention: Marlo Darrington
Email: mdarrington@miamigov.com



City of Miami

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City of Miami

PUBLIC NOTICE

CITY OF MIAMI
REQUEST FOR PROPOSALS
ENVIRONMENTAL ASSESSMENT & REMEDIATION OF VIRGINIA KEY LANDFILL
Project B-35002

RFP NO: 08-09-074

Completed Responses must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 **by 2:00 PM, on Friday, October 30, 2009 (“Response Submission Deadline”)**. Proposers are solely responsible for ensuring timely delivery of their Response and any Responses received after the above stated date and time or delivered to a different address or location will not be considered.

RFP documents, excluding the attachments identified in Section 2.3 of the RFP may be obtained on or after Tuesday, September 29, 2009 from the City of Miami Capital Improvements Program (CIP), from the City of Miami webpage at: www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp.

The Proposed Scope of Work consists of:

- Implementation of the Miami-Dade County DERM approved Contamination Assessment Plan (“**CAP**”)
- Preparation of the Site Assessment Report (“**SAR**”) and obtain approval of Miami-Dade County DERM
- Preparation of the Remediation Action Plan (“**RAP**”) and obtain approval of Miami-Dade County DERM
- Implementation of the Remediation Action Plan and complete the remediation of the Virginia Key Landfill

Attachments to the RFP are available on CD-ROM disk by contacting the point of contact identified in Section 1.4 of this RFP. Due to the size of some of these attachments they cannot be made available on-line. The cost for the CD-ROM disk is \$25.00. Any request to mail the CD-ROM must include a courier and carrier account number (Fed EX, UPS, DHL, etc.) to charge for the cost of mailing.

Proposers, in submitting a response, certify and guarantee that the Project can be completed for a fee not to exceed \$43,000,000. No change orders will be authorized for any reason by the City for this Project.



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A MANDATORY Pre-Proposal conference will be held on Friday, October 9, 2009 at 10:00 am at the City of Miami, City Hall Chambers, 3500 Pan American Drive, Miami, FL 33133. Please review the RFP for details concerning attendance.

Any addendum issued for this RFP will only be available through the webpage. It is the sole responsibility of all interested parties to ensure the receipt of any addendum and it is recommended that interested parties periodically check the CIP webpage for updates and the issuance of addenda.

The City of Miami reserves the right to accept any Responses deemed to be in the best interest of the City, to waive any minor irregularities, and/or omissions and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the City Charter and Code.

THIS SOLICITATION IS SUBJECT TO THE “CONE OF SILENCE” IN ACCORDANCE WITH ORDINANCE NO. 12271, SECTION 18-74 OF THE CITY OF MIAMI CITY CODE, AS AMENDED.

Pedro G. Hernandez, City Manager



City of Miami

SECTION 1

1.0: INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposals (“RFP”). The City of Miami (the “City”), through its Capital Improvements Program (“CIP”), invites responses (“Responses”) which offer to provide the services described in Section 2.0: “*Scope of Services.*”

1.2. Terms and Conditions

The Proposer selected to provide the services requested herein (the “Successful Proposer”) shall be required to execute an agreement (the “Agreement”) with the City in substantially the same form as the Agreement which shall be provided via an Addendum to this RFP.

Copies of the solicitation are available on the CIP webpage by visiting www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/Default.asp.

1.3. Submission of Responses

The City reserves the right to accept any Responses deemed to be in the best interest of the City, to waive any minor irregularities, omissions and/or technicalities in any Response, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the City Charter and Code, and this RFP.

Details and information for the requirements for the submission of Responses, including submission requirements, are contained in Section 4 of this RFP.

Sealed written Responses must contain a sealed envelope or container and must be received by the City of Miami, City Clerk’s Office no later than the date, time and at the location indicated in the Public Notice and on the cover of this RFP in order to be responsive. Proposers are solely responsible for ensuring timely delivery of their Response and any Responses received after the stated date and time or delivered to a different address or location will not be considered. Faxed documents are not acceptable. Proposers must submit sealed written Responses that include one (1) original and seven (7) copies plus one (1) copy in digital form (on CD-ROM in pdf format), of your Response or the Response may be disqualified.

1.4. Cone of Silence

Pursuant to Section 18-74 of the City of Miami Code (Ordinance No. 12271), a “Cone of Silence” is imposed upon this RFP.



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Written communications may be in the form of fax, mail or e-mail to Marlo Darrington, at 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130. Fax 305-416-2153, e-mail: mdarrington@miamigov.com, with a copy to the Office of the City Clerk at marcia@miamigov.com.

Please review City of Miami Ordinance No. 12271 and City Code Section 18-74 for a complete description of the Cone of Silence.

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff, except as provided in the RFP, regarding this RFP until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFP shall be cause for rejection of your Proposal.

1.5. Mandatory Pre-Proposal Conference

A ***Mandatory*** Pre-Proposal conference meeting will be held on Friday, October 9, 2009 at 10:00 am at the City of Miami, City Hall Chambers, 3500 Pan American Drive, Miami, FL 33133. Prospective Proposers should attend the Pre-Proposal meeting to obtain information relative to this RFP. Attendees are requested to sign-in and provide the requested information at the time of sign-in. Failure to attend or sign-in will result in a Proposer's Response being rejected as non-responsive. Proposer's personnel must be present at the start of the meeting to be considered in attendance. At the start of the meeting the attendance sheets will be collected and no one will be permitted to sign-in after the sign-in sheets have been collected.

1.6 Additional Information or Clarification

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 - Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer's name, the RFP number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 P.M. on Monday, October 19, 2009.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's sole responsibility to assure receipt of all addenda. Prior to submitting the Response, the Proposer should check the City of Miami, Capital Improvements' Program webpage, where all addenda will be posted. The website is located at <http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>.



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1.7. Proposal Bond

A Proposal bond in the amount of \$100,000 inclusive of design & construction, shall be submitted with the Technical Proposal portion of the Response and a Payment and Performance bond are a requirement of the Agreement. The Successful Proposer shall submit a Payment Bond and Performance Bond (showing the Successful Proposer as Principal) in the full amount of the Agreement, inclusive of design fees, as a condition precedent to Agreement execution by the City. Further details on the Proposal Bond, and the Performance/Payment bonds are included in the attached **(Exhibit B)**, which provisions are incorporated into and made a part of this RFP. Failure to comply with these provisions will result in the forfeiture of the Proposal Bond. No plea of a mistake in the Response or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of its Proposal security or as a defense to any action.

1.8. Award of an Agreement

An Agreement may be awarded to the Successful Proposer for the Project by the City Commission or City Manager, as applicable, based upon the qualification requirements reflected herein. The Agreement, which will be issued via an addendum to this RFP, will, upon issuance, be incorporated into and made a part of this RFP. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer when it is determined to be in the City's best interests. The City does not represent that any award will be made.

1.9. Agreement Execution

By submitting a Response, Proposers agree to be bound by and execute the Agreement for the Environmental Assessment and Remediation of the Virginia Key Landfill. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.10. Unauthorized Work

The Successful Proposer shall not begin work until the City issues a Notice to Proceed. Such Notice to Proceed shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer shall be deemed non-compensable by the City and Proposer will not have any recourse against the City for performing unauthorized work.

1.11. Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.



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Proposers must fully complete all forms and submit all required documentation.

1.12. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the point of contact specified in Section 1.4, Cone of Silence. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response.

1.13. Subconsultant(s) and Subcontractor(s)

A Subconsultant or Subcontractor is an individual or firm contracted by the Proposer to assist in the performance of services required under this RFP. A Subconsultant or Subcontractor shall be paid through the Proposer and will not be paid directly by the City. Subconsultants and Subcontractors are allowed by the City in the performance of the services delineated within this RFP. Proposers must clearly reflect in their Response the major Subconsultants and Subcontractors to be utilized in the performance of required services. Any and all liabilities regarding the use of a Subconsultant or Subcontractor shall be borne solely by the Successful Proposer and insurance for each Subconsultant or Subcontractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Subconsultants or Subcontractors will be deemed or considered to be employees or agents of the City. Failure to list all major Subconsultants or Subcontractors and provide the required information may disqualify the undisclosed Subconsultants and Subcontractors from performing work under this RFP.

Proposers shall include in their Responses the requested Subconsultant or Subcontractor information and include all relevant information required of the RFP.

1.14. Discrepancies, Errors, and Omissions

Any discrepancies, errors or ambiguities in the RFP or addenda (if any) should be reported in writing to CIP in the manner prescribed in RFP Section 1.6 – Additional Information or Clarification. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.15. Disqualification

This RFP requires the use and submission of specific City Forms which are available on the CIP website. The required City Forms shall not be altered in any way. In addition, the RFP requires the submission of additional documents and information. Failure to utilize the City Forms or submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered.



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The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Proposer who submits in its Response any information that is determined by the City, in its sole and absolute discretion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the City (including any agency or department of the City) or where the City has an open claim against a Proposer for monies owed to the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.16. Proposer's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with responding to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, anticipation of a contract award, to maintain the approved status of the Successful Proposer if an Agreement is awarded or administrative or judicial proceedings resulting from the solicitation process.

1.17. Inspection of Site

Proposers should carefully examine the site of the proposed work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Successful Proposer to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

1.18. Agreement Terms and Conditions

Proposer by submission of its response, agrees to the terms and conditions contained in Exhibit B. Responses that are conditioned on additions, deletions or revisions to the Agreement terms and conditions will be rejected as non-responsive.



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1.19. Execution of Proposal

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Response as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Proposer understands that submission of a response to this RFP does not constitute an agreement or contract between the City and the Proposer.



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SECTION 2

2.0: RFP SCOPE OF SERVICES

2.1. Purpose

The City of Miami is seeking a Contractor that has the capability and experience to perform, or provide a wide range of investigative, remediation design, develop cost saving strategies, construction and remediation services required for hazardous substance and waste sites, which are necessary for the assessment and remediation of the Virginia Key landfill (“Landfill”).

2.2. Type Of Team Desired:

The Project Team should include, but not be limited to, Environmental Engineering-Geological Services, Environmental Engineering, hazardous substance Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation/Operation/Maintenance, General Civil Engineering, Engineering Construction Management, Testing and Inspection, Land Surveying, State of Florida licensed General Contractor and other disciplines and trades required to perform the Scope of Work.

The Proposer and each Sub-contractor must each possess the minimum years of experience specified in Section 3.5, in solid waste and hazardous substances, environmental assessment and remediation services during which time they have addressed a broad range of environmental and regulatory issues.

2.3 Landfill Historical Information

The Virginia Key Landfill is located on Virginia Key, in Biscayne Bay. The Landfill is an approximately 124-acre parcel located just south of the Miami-Dade County waste treatment plant and operated as a municipal dump from at least 1961 through 1978. In addition to being located in the Biscayne Bay Aquatic Preserve, the Landfill is located near the Sadowsky Critical Wildlife Area. The municipal dump did not operate as a permitted solid waste facility until 1975, at which time a temporary operations permit (TOP ST-13-014) was issued by the Florida Department of Environmental Protection (FDEP) to the City of Miami (City) for the facility. Based on a review of regulatory files, open burning was common practice at the subject property from 1965 through 1972. In 1973, inspections of the subject property documented the dump in poor to fair condition with uncovered waste. Similar conditions were detailed in inspection reports until the closing of the dump in 1978.



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According to readily available historical information, waste accepted at the site included the following items: construction and land clearing debris, yard trash, junk cars and boats, household furniture, herbicides, biomedical wastes, street sweepings, incinerator ash, and wastewater treatment sludge. Prior to the aforementioned landfill activities, the subject property contained a surface water body (Duck Lake) which encompassed approximately 26 acres in the northern portion of the site.

Monthly reports were submitted to the Department of Environmental Resources Management (DERM) and FDEP prior to and during 1977 detailing the waste dumping operations. Based on the FDEP temporary permit, the Landfill was scheduled to close on July 1, 1977. Due to the delay in constructing a waste transfer station, Consent Order Number 93 was executed between the City and FDEP allowing the Landfill to close on April 15, 1978; however, due to further delays, the City did not close the Landfill until May 29, 1978. As part of Consent Order #93, the City had to develop a Closure Plan in accordance with Section 17-7.07, Florida Administrative Code (FAC), which included a Groundwater Monitoring Plan, a topographical survey and cross sectional view of the Landfill, and the installation of a two-foot cap with specific requirements for sloping and ground cover. The Closure Plan was subsequently approved by the FDEP. The Groundwater Monitoring Plan required the installation and sampling of four groundwater monitoring wells located on the northern, southern, eastern, and western portions of the subject property. The results from the groundwater sampling indicated that concentrations of ammonia and dissolved solids were consistently above groundwater cleanup target levels (CTLs), and select metals were also periodically detected above CTLs. According to a memo from the City, the dump was no longer being used as of May 29, 1978 and a DERM inspection on March 12, 1980 verified that the cover was in place and no more dumping had occurred. The landfill was closed and covered with a two foot cap of clean soil.

In June 2005, the City issued RFP No: 04-05-109 for the assessment of the landfill with the option for a remedial action plan, construction management services and/or site remediation. The work of the Project was broken into three phases. Phase I was for the development, approval by the appropriate regulatory agencies and a CAP, implementation of approved testing and other activities contained in the CAP, and the preparation and approval by the appropriate regulatory agencies of a SAR. Phase II was for the development and approval by the appropriate regulatory agencies of a RAP, and for construction management services during the remediation of the Landfill (if required). Phase III was for the implementation of the RAP, completion of environmental remediation and the implementation and management of any long term monitoring that may be required. Phase II and Phase III of the Project were optional as only Phase I was partially funded and capable of being awarded. A contract for the Phase I work was awarded in February 2007.



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Before assessment activities could commence at the site, a CAP had to be approved by DERM. Implementation of the CAP would provide the data necessary to complete a SAR and establish the basis for the remediation plan, if necessary. In an effort to reduce the amount of subsurface investigation needed during the site assessment, the utilization of geophysical survey was proposed to DERM. The purpose of the geophysical survey was to define the horizontal and vertical extent of buried waste at the former landfill, allowing a targeted approach that would minimize invasive assessment methods, such as soil/auger borings and test pits.

The geophysical data collected identified areas of high conductivity and buried metals on the northern portion of the site that loosely correspond to the location of the former Duck Lake. Areas of high conductivity appeared to extend off-site to the north toward the waste treatment plant. In addition, buried metal targets were identified throughout the site. The geophysical data was also used to interpret the depth and edges of the former Duck Lake.

With the information obtained in performing the geophysical survey, the locations for the site assessment were proposed. DERM approved the testing locations, with modifications, in its correspondence dated February 2, 2009.

The City conducted Limited Assessment Testing (LAT) of the site in June 2009. Seventeen new groundwater monitoring wells were advanced at the perimeter of the site in the general locations proposed in the DERM approved CAP. Monitoring wells were installed in a cluster configuration (6 total clusters) to provide groundwater quality data adjacent to the former landfill at discrete depth intervals. Five clusters consisted of three wells installed to shallow, intermediate, and deep depths, and a sixth cluster consisted of only deep and intermediate depth wells. Representative groundwater samples were collected from each well and submitted to a State and National Environmental Laboratory Accreditation Program (NELAP)-certified laboratory for analyses targeting those parameters listed in the Code of Federal Regulations Title 40, Part 258, Appendix I, Appendix II and dioxins as required by DERM.

Laboratory analytical data of groundwater samples indicated concentrations either below the laboratory's detection limit and/or below the DERM CTLs established in Chapter 24-44, the Code for analytes detected by EPA Methods 335.4 (cyanide), 353.2 (Nitrate/Nitrite and N), 1613B (Dioxins), 7470A (Mercury), 8011 (EDB, DBCP), 8141A (Organophosphorous Pesticides), 8151A (Herbicides), and 8260B (Volatile Organics). The laboratory analytical data did however indicate exceedances of the referenced DERM CTLs for total dissolved solid (TDS), ammonia, sodium, chloride and iron. The exceedances for most analytes however, may be attributable to the location of the site



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with respect to the Atlantic Ocean, rather than an adverse environmental impact as a result of former land filling activities. Analytical data did indicate the detection of ammonia at concentrations above the referenced CTLs, the highest concentrations of which were detected in the groundwater samples collected from the intermediate-depth monitoring wells and did appear to be related to the former land filling activities. Additional, chemicals of concern sporadically detected in groundwater samples at concentrations exceeding their respective CTLs included arsenic, aldrin, dieldrin, phenol, vanadium, and Bis(2-ethylhexyl) phthalate.

Results of the LAT did indicate that ammonia is the contaminant of concern, as historical data suggested, and will be the main target for remedial action at the site.

The City is currently in the process of developing a master plan for the development of specific areas on Virginia Key, including the Landfill. The Contractor shall be required to develop the RAP based on uses for the site contained in the master plan, which will be provided to the Successful Proposer after the contract is awarded.

The following documents are included as part of the RFP and are available by contacting the point of contact identified under Section 1.4 of the RFP. These documents are hereby incorporated into and made a part of this RFP: The fee for the CD-ROM is \$25.00, as stated in the Public Notice contained in the RFP.

- 02-05-2008 - CAPA Submittal
- 03-14-2008 - DERM Response to 2-5-2008
- 05-07-2008 - Geophysical Report – Preliminary
- 09-17-2008 – Geophysical & Monitoring Wells
- 11-21-2008 - DERM Response to 9-17-2008 Submittal
- 12-12-2008 – Geophysical Investigation Report & Proposed Location Addendum
- 02-02-2009 – DERM CAP Approval Letter
- 07-02-2009 – Limited Assessment Testing

2.4. Project Scope of Work

The Successful Proposer must have the capability and experience to perform or provide a wide range of investigative, remedial design, remedial construction, administration and remediation services required for hazardous substance and waste sites in compliance with all regulatory requirements. Work may include, but is not limited to, site investigation, site characterization, study, evaluation, remedial design, remedial construction, remediation, monitoring, hauling and disposal.



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The Successful Proposer will be responsible for obtaining all required federal, state and local permits and/or approvals from such agencies as DERM, Miami-Dade Water and Sewer, Department of Health, State of Florida DEP, U.S. Army Corp of Engineers, U.S. Environmental Protection Agency for all aspects of the work. The Successful Proposer may also be required to provide additional consulting services to the City on remediation actions and development related to the Project, where it is expected that engineering design, drawings, specifications and construction documents will be done by others.

All work must be performed in accordance with applicable chapters of the Florida Administrative Code, Florida Statutes and the Miami-Dade County Code.

The Project is comprised of the following four (4) Phases for which the Successful Proposer will be responsible for:

Phase I

Implementation of the DERM Approved Contamination Assessment Plan (CAP)

The Successful Proposer shall implement the Miami-Dade County Department of Environmental Resource Management ("DERM") approved CAP, as prepared by Bureau Veritas, Inc. The City will not incur any costs for the Successful Proposer to revise or amend the CAP.

Phase II

Site Assessment Report ("SAR")

Based on the results of the CAP, the Successful Proposer shall prepare and submit the DERM required SAR for review by the City and DERM and approval by DERM. The SAR must be signed by a qualified Professional Engineer or Professional Geologist registered under Chapter 471 and 472 of the Florida Statutes certifying that the applicable portions of the SAR and associated work comply with standard professional practices and any other laws and rules governing the profession. The City shall not incur any additional costs as a result of DERM placing any additional conditions or requirements on the Successful Proposer, which may be necessary for the approval of the SAR.

Phase III

Remedial Action Plan (RAP)

Based on the approved CAP and SAR, the Successful Proposer shall develop a RAP which will allow for future development of the site for uses including but, not limited to, park space, recreational activities (picnic areas, playgrounds, ballfields), and related support and ancillary facilities. The RAP must be based on a methodology and design which will address the various types of contamination at the site as well as the master plan for Virginia Key that is currently being developed. A schedule of



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values must be developed for the RAP approach proposed. The RAP must be reviewed and approved by DERM and City prior to implementation. All applicable permits (building, environmental, water use, etc) for RAP implementation must be obtained in Phase III. The City shall not incur any additional costs as a result of DERM placing any additional conditions or requirements on the Successful Proposer, which may be necessary for the approval of the RAP.

Successful Proposer will be responsible for the development of construction documents for the construction of the site remediation as well as long term monitoring, if required by DERM. Successful Proposer will be responsible for preparing all reports and information required by DERM for completion of the work and clearance of the site for utilization.

Phase IV Environmental Remediation/Implementation of RAP

Successful Proposer shall implement the RAP and perform all environmental restoration services necessary to complete the remediation of the Landfill in accordance with all federal, state, county and local laws, rules and regulations to the satisfaction and approval of DERM, inclusive of any and all long term monitoring and treatment requirements, which will span over a period of years to be determined by DERM. The City shall not incur any additional costs as a result of DERM placing any additional conditions or requirements on the Successful Proposer, for the physical remediation of the site or for any unanticipated costs resulting from the water monitoring or treatment, which may be required by DERM.

In addition to the above, the Successful Proposer will be required to assist the City in obtaining community input and disseminating information about the Project.

2.5 Compliance with Laws & Codes

The Successful Proposer will be responsible for compliance with all offsite and onsite requirements imposed by city, local, state and/or federal agencies having jurisdiction, as well as reviewing pertinent Miami-Dade County, City of Miami Codes, Resolutions and Ordinances, State of Florida Building Codes and State of Florida Statutes. If required by the City, the Successful Proposer shall incorporate the above-referenced data into complete construction documents including final remediation plans, technical specifications, remediation estimates, and related bid documents necessary for the bidding, award and implementation of the Project.



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2.6 Minimum Soil Handling and Reuse Procedures

In addition to maintaining compliance with all city, local, state and/or federal laws, codes and ordinances, the Successful Proposer will be required, at a minimum, to follow soil handling procedures stated in this section.

Excavation and Stockpiling

In general, excavated materials must be stockpiled in an on-site staging area for testing before reused onsite or transported offsite for final disposition. Solid waste must be removed from the soil component of the excavated material and stockpiled in a separate location. The Contractor must identify the proposed staging areas in the approved RAP. Excavated materials must be placed both on and underneath impermeable plastic sheeting to ensure dust control and prevent exposure. Berms must also be constructed around the staging areas for containment. Unauthorized access to the stockpiled materials must be minimized by establishing "exclusion zones".

Note: Silt fencing must be constructed at the perimeter of the project site to prevent migration of soil off-site or into environmentally sensitive areas.

Soil Classification

Soils must be classified prior to reuse or are considered suspect contaminated and must be classified prior to reuse/disposal. Soils must be classified pursuant to the DERM Soil Classification Criteria. Stockpiles will be sampled in accordance with the Criteria and soil samples sent under chain-of-custody to a certified laboratory for chemical analysis. All laboratory analytical results must be provided to the City.

Soil Reuse and Disposal

The Contractor shall prepare a Soil Reuse and Solid Waste Removal Plan outlining the intended use or disposition of the excavated soil and solid waste. The plan must be approved by DERM and the City before implementation. All non-reusable soils must be manifested and properly disposed of off-site by licensed waste disposal firm. Soils identified for off-site disposal must be in compliance with the acceptance criteria of the receiving facility.



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SECTION 3

3.0: RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the City, is in its best interest. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. Legal Requirements

This RFP is subject to all applicable federal, state, county, city and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.3. Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order (s), or Agreements upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

3.4 Occupational License Requirement

Proposer(s) shall meet the City's Occupational License requirements in accordance with Chapter 31, Article II of the City of Miami Code, as amended. Proposer(s) with a business location outside the City of Miami shall meet the applicable local Occupational License requirements. A copy of the license should be submitted with the Response. The City may, at its sole option, allow the Proposer to submit a copy of the Occupation Licenses after the Response Submission Deadline.

3.5. Minimum Qualification Requirements

Proposer shall have a minimum of ten (10) years experience under its current name and must have **successfully completed** at least three (3) projects that included the assessment and remediation of a landfill with a cost \$30,000,000. The City will consider a Response as responsive where a Proposer has less than the stipulated minimum number of years of



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experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the City to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive. For joint ventures each of the firms comprising the joint venture must satisfy the minimum of five years experience requirement, but only the lead firm in the joint venture must meet the minimum requirement of having successfully completed at least three (3) projects with a cost \$30,000,000. Do not submit projects that have not been completed as they will not be considered.

For a project to be considered complete the owner of the project must have issued a Certificate of Substantial Completion or the regulatory agency must have issues a Certificate of Completion or stated that that the project has met the minimum safe closure requirements.

The Project Team shall possess all necessary licenses and permits to handle and transport regulated and hazardous materials to a permitted or licensed disposal site. The Team must also possess all required State of Florida and Miami-Dade County licenses and technical certifications as required by Florida Statute, the Florida Administrative Code, and Chapter 24 of the Code of Miami-Dade County.

The Project Manager must possess a minimum of ten (10 years) experience in environmental assessment and remediation and is expected to be assigned to this Project 100% of his/her time during both Phases of the Project, and the Construction Supervisor must possess a minimum of ten (10 years) experience in environmental assessment and remediation and is expected to be assigned to this project 100% of his/her time during Phase II of this Project.

Each Subcontractor or Subconsultant must have worked on three (3) projects of a similar size and scope and performed the same services they are identified to perform under this RFP.



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3.6. Compensation

The Successful Proposer agrees to perform all tasks in the Phases and all other services outlined above for a “Guaranteed Maximum Price” (GMP) not to exceed \$43,000,000. The Successful Proposer will be compensated for all costs including, but not limited to, labor, materials, equipment, markups, management fees and permits up to the GMP. The Successful Proposer will be responsible for all cost overruns, errors, or omissions. No change orders or modification to the Agreement will be issued or approved once the Agreement is awarded and no change order requests will be accepted.

3.7 Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer/Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public works project, may not submit a Response on a lease 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, of Florida Statutes Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted Bidder / Proposer list.

3.8. Resolution of Protests

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest subject to final approval by the City Commission. Proposers are alerted to Section 18-103 of the City Code, Ordinance No. 12271 (the City of Miami Procurement Code) describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party’s right to file a protest. **NO EXCEPTIONS TO THIS REQUIREMENT.**

3.9. Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.



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3.10. Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.11. Clarifications

The City reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

3.12. Key Personnel

Subsequent to submission of a Response and prior to award of an Agreement, Key Personnel shall not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

The Project Manager and the Construction Manager must be different individuals and they must both be employed by the Proposer.

3.13. Audit Rights and Records Retention

The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for three (3) years after the City makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the City.

3.14. Proposal Bond Forfeited/Liquidated Damages

Failure to execute the Agreement when required shall be just cause for the annulment of the award and the forfeiture of the Proposal Bond, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained by the City in having to re-issue this RFP.

3.15. Public Records

Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter



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119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded) by the City.

3.16. Conflict Of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer firm.

3.17. Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

3.18. First-Source Hiring Agreement (Sec. 18-110)

Successful Proposer shall be required to enter into a First-Source Hiring Agreement in accordance with Section 18-110 of the City Code.

3.19. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

3.20. Conflict Of Interest, And Unethical Business Practice Prohibitions

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.



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SECTION 4

4.0.: INSTRUCTIONS FOR SUBMITTING A RESPONSE

Submit the following information and documents with Proposer's Response to this RFP. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

4.1. Submission Requirements

Each Response must contain the following documents and form required by Sections 4.1 A&B, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in below. Each section of the Response as stipulated below shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee.

Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth below. Non-City standard forms shall be prepared in an 8½ X 11 inch format with a font size not to exceed 11 in Arial or Times New Roman fonts. The documents submitted on CD-ROM must be in .pdf format except for any comments, or suggested revisions to the Agreement, which are to be submitted in MS Word format.

A. TECHNICAL PROPOSAL:

THE EVALUATION WILL BE CONDUCTED IN TWO SEPARATE PARTS. Proposers shall submit two separate proposal binders, as detailed below in response to this RFP. Both binders must clearly identify the Part number on the front cover of the binder. Failure to submit two separate binder packages may result in the Proposer's Response being deemed non-responsive. The first, Part I, covers the CAP implementation, SAR approach, RAP approach and schedule of values, and Construction Documents. The second binder, Part II shall cover the environmental remediation, based on the implementation of the RAP, and possible long monitoring. Proposers may submit both



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binders in one submittal package or two separate packages clearly identifying on the outside of the submittal package the Part numbers contained in the submittal package.

Responses shall be formatted to specifically follow the format contained herein:

Part I

Part I of the Response is to primarily address Phases I, II and III of the Scope of Work

1. Table of Contents

Outline in sequential order the major areas of the Response. All sections of the Response must correspond to the Table of Contents.

2. Proposal Letter

Proposer shall complete and submit Form **RFP-PL** for this section of the Response.

3. Narrative

Narrative is to explain the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project based on the requirements based on its experience with all three Phases of the work to be performed under this Project. Proposer shall use **RFP-N**.

4. Qualifications of the Proposer

Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below:

- a. Form **RFP-QP**.
- b. Copies of any federal, State of Florida, county, or local small business licenses or certifications applicable to the performance of the Scope of Services.
- c. Table of Organization of the Proposer, including names & titles (do not include subconsultants or subcontractors).
- d. Copy of business licenses, including Occupation, and Florida Registration.
- e. Copy of State Corporate or other proof of from the State of Florida that the Proposer is authorized to perform work in the State of Florida.
- f. Financial Capacity: Proposer shall provide the following:
 - i. Most recent audited financial statement.



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- ii. Statement indicating Working Capital Ratio, Profitability, and Return on Asset Ratio.
- iii. A letter from the insurance carrier state that they will provide the Proposer the coverages required by the Agreement or a letter reflecting that a carrier will provide Remediation Stop Loss Insurance.
- g. List of all lawsuits and judgments filed against the Proposer in the past 5 years. Include the basis for the lawsuit, value, and current status.

5. Qualifications of the Project Team

- a. Firm shall complete and submit Form **RFP-QT** for this section of its Response.
- b. A one page resume shall be included for each of the key personnel, which includes; technical qualifications, area(s) of expertise, number of years working in their field of expertise, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity.
- c. Copies of all relevant professional licenses or certifications meeting the requirements of Chapter 24 of the Code of Miami-Dade County, including those necessary for any transportation of hazardous materials. Licenses and certifications are to be grouped for each Subconsultant or Subcontractor.
- d. Table of Organization of the Project Team indicating key personnel and the proposed reporting structure.
- e. Provide a listing of where Key Personnel have worked together previously on projects of a similar size, scope, and complexity identify who worked together. Identify the project(s), the names of the personnel, their title, and role in the project, and if the work was performed while working with or for another firm. Provide the project description(s), a brief description of the scope, and the final cost of the Project. (Maximum of a 1 page)
- f. Provide details on firm to provide laboratory services, including ownership, process and procedures, quality control, and any fines or sanctions issued against the firm. Provide a list of all lawsuits and judgments against the firm in the last 5 years.
- g. **RFP-WC** reflecting the workload capacity of the Proposer and Project Team



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- h. Detail the Project Team's relevant experience with Guaranteed Fixed Price Remediation (GFPR) and Performance Based (PBC) contracts (Maximum of 1 page)

6. Qualifications of Project Manager

- a. Firm shall complete and submit Form(s) **RFP-PM** for this section of its Response.
- b. A one page resume shall be included which includes; technical qualifications, area(s) of expertise, number of years working in their field of expertise, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity.
- c. A one page statement of the Project Manager's experience relative to Phases I and II of the Project.
- d. Proposer shall submit Form **RFP-PM-R** for each Form **RFP-PM** submitted

7. Technical Plan

Provide a concise but detailed narrative discussing the sub-sections contained below.

a. Team's Knowledge of Project Issues and Technical Approach

- i. Detail the Project Team's understanding of the scope requirements, key Project issues and strategies, available technology, traditional, trend and alternative program methodologies and procedures, particularly for delivery of a comprehensive RAP that allows for future use of the site. Proposer is to identify the applicable federal, state, county and local laws, rules and regulations covering the performance of the Work. Proposer should clearly articulate their understanding of the unique environmental aspects involved in the assessment of the Landfill based on the Landfill's location within Biscayne Bay. (Maximum 2 pages)
- ii. A proposed schedule for completion of the assessment (CAP and SAR), and development of the RAP. Schedule must clearly identify all key steps and reviews which are required for completion, and approval of the assessment and RAP. (Pages may be 8½ X 14 inch. Maximum of 2 pages)
- iii. Provide a cost analysis of how all Phases of the Project will be accomplished for the GMP, together with a schedule identifying the



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critical paths and associated sub-tasks. (Pages may be 8½ X 14 inch. Maximum of 2 pages)

- iv. Proposer can present alternate solutions for the Project that provides cost-saving measures to the City. Reasonable assurance of regulatory agency approval of any/all cost-saving measures presented must be included with the response. Any cost saving measure presented must be in compliance with “minimum safe closure” guidelines for landfills and in compliance with all city, local and state, offsite and onsite requirements imposed by city, local, state and/or federal agencies having jurisdiction. Reasonable assurance of regulatory agency approval of any/all cost-saving measures presented must be included with the response. (Maximum of 4 pages)
- v. The City is in discussions with Miami-Dade County (County) to determine if a performance bonus can be provided based on the County’s funding source. Proposers may submit a bonus sharing option that the City will consider if one is permitted. The option to accept the bonus provision offered or the option to negotiate the any bonus provision shall be at the sole discretion of the City. (Maximum 1 page)

b. RAP Technical Approach

Describe the technical approach(s) for the RAP being proposed to remediate and close the site. Closure options presented by the Proposer must meet “Minimum Safe Closure” guidelines. All parameters and assumptions used in developing the RAP approach(s) must be included.. A rational basis must be provided as to why the Proposer believes DERM will agree to the approach(s) presented along with a schedule of values for the approach. Provide a schedule of values for each approach if presenting more than one option. (Maximum 3 pages)

c. Management Approach

Describe the logic & comprehensiveness of the technical approach, orchestration of key activities, methods and procedures, strategies for controlling schedule & budget, key management’s role in project control, and Quality Assurance/Quality Control plan. Proposer should clearly delineate the lines of authority between key personnel, project staff and Sub-contractors. Proposer is to identify how key decisions will be managed during the course of the Agreement and that the basis for the decisions (e.g., low cost, best value, regulatory preference) is in the best interest of the City. (Maximum 3 pages)



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8. Project Experience Past Ten (10) Years

- a. Provide a brief history of Proposer's experience with the assessment and remediation of landfills including relevant experience with Guaranteed Fixed Price Remediation (GFPR) and Performance Based (PBC) contracts. (Maximum of 1 page)
- b. Form **RFP –PE** for each of the required number of projects.
- c. Proposer shall provide a completed reference letter, Form **RFP-PE-R** for each identified project.

9. Small Business and Local Workforce Participation

Firm shall complete and submit Form **RFP-SB** for this section of its Response. Address process for maximizing the use of certified small businesses within the City's boundaries and the use of local workforce in compliance with Section 18-110, First Source Hiring Agreements. The requirement can be found under Chapter 18, Finance at <http://www.municode.com/Resources/gateway.asp?pid=10933&sid=9>. Certified business shall be those businesses certified by as a CSBE by Miami-Dade County.

10. Acknowledgment of Addenda and Proposer Information Forms

Part II

Part II is primarily to address Phase IV of the Scope of Work, which addresses the physical construction of the Environmental Remediation and long term monitoring. Responses are to only address Phase IV of the Scope of Work

1. Table of Contents

Outline in sequential order the major areas of the Response. All sections of the Response must correspond to the Table of Contents.

2. Proposal Letter

Proposer shall complete and submit Form RFP-PL for this section of the Response.

3. Qualifications of the Project Team

- a. Firm shall complete and submit Form RFP-QT for this section of its Response.
- b. A one page resume shall be included for each of the key personnel, which includes; technical qualifications, area(s) of expertise, number of years working in their field of expertise, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity.



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- c. Copies of all relevant professional licenses or certifications meeting the requirements of Chapter 24 of the Code of Miami-Dade County, including those necessary for any transportation of hazardous materials. Licenses and certifications are to be grouped for each Subconsultant or Subcontractor.
- d. Table of Organization of the Project Team indicating key personnel and the proposed reporting structure.
- e. Provide a listing of where Key Personnel have worked together previously on projects of a similar size, scope, and complexity identify who worked together. Identify the project(s), the names of the personnel, their title, and role in the project, and if the work was performed while working with or for another firm. Provide the project description(s), a brief description of the scope, and the final cost of the Project. (Maximum 1 page)
- f. Provide details on firm to provide laboratory services, including ownership, process and procedures, quality control, and any fines or sanctions issued against the firm. Provide a list of all lawsuits and judgments against the firm in the last 5 years.
- g. RFP-WC reflecting the workload capacity of the Proposer and Project Team
- h. Detail the Project Team's relevant experience with Guaranteed Fixed Price Remediation (GFPR) and Performance Based (PBC) contracts (Maximum 1 page)

4. Qualifications of Project Manager

- a. Firm shall complete and submit Form(s) RFP-PM for this section of its Response.
- b. A one page resume shall be included which includes; technical qualifications, area(s) of expertise, number of years working in their field of expertise, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity.
- c. A one page statement of the Project Manager's experience relative to Phase IV of the Project.
- d. Proposer shall submit Form RFP-PM-R for each Form RFP-PM submitted

5. Qualifications of Construction Supervisor

- a. Firm shall complete and submit Form(s) RFP-CS for this section of its Response.
- b. A one page resume shall be included which includes; technical qualifications, area(s) of expertise, number of years working in their field of expertise, number



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of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar, size scope and complexity.

- c. A one page statement of the Construction Supervisor's experience relative to Phase IV of the Project.
- d. Proposer shall submit Form RFP-CS-R for each Form RFP-CS submitted

6. Technical Plan

Provide a concise but detailed narrative discussing the sub-sections contained below.

a. Team's Knowledge of Project Issues and Technical Approach

Detail the Project Team's understanding of the scope requirements, key Project issues and strategies, available technology, traditional, trend and alternative program methodologies and procedures that allows for future use of the site. Proposer is to identify the applicable federal, state, county and local laws, rules and regulations covering the performance of the Work. Proposer should clearly articulate their understanding of the unique environmental aspects involved in the assessment of the Landfill based on the Landfill's location within Biscayne Bay, its close proximity to environmentally sensitive lands, and the close proximity of the Miami-Dade County Sewage Treatment Facility. (Maximum 2 pages)

b. Management Approach

Describe the logic & comprehensiveness of the technical approach, orchestration of key activities, methods and procedures, strategies for controlling offsite contamination, schedule & budget, key management's role in project control, and Quality Assurance/Quality Control plan. Proposer should clearly delineate the lines of authority between key personnel, project staff and Subcontractors. Proposer should identify how key decisions will be made during the course of the Agreement, and that the bases for the decisions (e.g., low cost, best value, regulatory preference) are in the best interest of the City. (Maximum 3 pages)

7. Project Experience Past Ten (10) Years

- a. Provide a brief history of Proposer's experience with the assessment and remediation of landfills including relevant experience with Guaranteed Fixed Price Remediation (GFPR) and Performance Based (PBC) contracts. (maximum of 1 page)
- b. Form RFP –PE for each of the required number of projects.



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c. Proposer shall provide a completed reference letter, Form RFP-PE-R for each identified project.

8. Small Business and Local Workforce Participation

Firm shall complete and submit Form RFP-SB for this section of its Response. Address process for maximizing the use of certified small businesses within the City's boundaries and the use of local workforce in compliance with Section 18-110, First Source Hiring Agreements. The requirement can be found under Chapter 18, Finance at <http://www.municode.com/Resources/gateway.asp?pid=10933&sid=9>. Certified business shall be those businesses certified by as a CSBE by Miami-Dade County.

4.2. Response Format

One (1) original and seven (7) bound copies, plus one digital copy (in .pdf file format), of your complete response to this RFP must be delivered to:

**Ms. Priscilla A. Thompson, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive
First Floor
Miami, Florida 33133**

Responses must be clearly marked on the outside of the package(s) referencing

RFP No. 08-09-074

ENVIRONMENTAL ASSESSMENT & REMEDIATION OF VIRGINIA KEY LANDFILL

B-35002

Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Response. Responses are to remain valid **for at least 120 days**. Upon award of an Agreement, the contents of the Response of the Successful Proposer(s) may be included as part of the Agreement, at the City's discretion.

SUBMITTAL GUIDELINES

1. General

Only one (1) Response from an individual, firm, partnership, corporation, business entity, or joint venture will be considered in response to this RFP. Sub-consultants or Sub-



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Contractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Response may not be a Sub-consultant on another Response submitted under this RFP.

Joint venture firms must complete and submit with their Response the form titled "Information for Determining Joint Venture Eligibility", **(Form D)** and submit a copy of the formal agreement between all joint-venture parties. This joint venture agreement must indicate their respective roles, responsibilities and levels of participation for the Project. Failure to timely submit Form A, along with an attached written copy of the joint venture agreement may result in disqualification of your Response.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

It is prospective requirement that the successful Proposers register as a Bidder/Vendor indicating the commodities/services which the Proposer can regularly supply to the City. Should the successful Proposer not be currently listed on the City's Proposer/bidder's list, they may register via the internet at: <http://www.miamigov.com/Procurement/pages/SupplierCorner/default.asp>. For any questions, contact the Vendor Registration Section at (305) 416-1902. Proposers shall be registered as a Bidder/Vendor prior to submitting its Response. Proposers that do not comply with this requirement will result in the rescission of the recommendation for award and the RFP being rejected. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.



City of Miami

SECTION 5

5.0 EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review by City staff for compliance with the submission requirements of the RFP, including verification that each Response includes all documents required.
5. Review by City Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the City Manager, shall meet to evaluate each responsive Response in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Selection Committee may, at its sole discretion, shortlist the proposers and may only invite the shortlisted firms to an interview session.
7. The Selection Committee forwards its recommendation of the most qualified Proposer to the City Manager inclusive of the ranking of the Responses.
8. After considering the recommendation of the Selection Committee, the City Manager may approve the Committee's recommendation and authorize CIP to enter into negotiations with the top ranked firm, request that the Selection Committee provide additional information as to the ranking of the Responses, or reject all Responses and cancel or re-issue the solicitation. Upon approval of the Committee's recommendation the Proposers will be listed in rank order on the CIP webpage,
<http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>.
9. Upon successful negotiation of an Agreement, CIP will forward the recommended Agreement to the City Manager for approval and the City Manager upon acceptance of the negotiated Agreement will approve the award or recommend that the City Commission, when required by the City's Procurement Code, approve the recommendation of the Selection Committee and the award of the Agreement.



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Where CIP is not able to successfully negotiate an Agreement with the top ranked Proposer(s) CIP will recommend to the City Manager that such negotiations be terminated and that CIP enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Responses are rejected.

10. After reviewing the City Manager's recommendation, the City Commission may: approve the City Manager's recommendation and authorize award of the Agreement; reject the Agreement; or reject all Responses and direct the City Manager re-open negotiations or to solicit new Responses.

B. EVALUATION CRITERIA

Responses shall be evaluated according to the following criteria and respective weight:

Part 1

- | | |
|--|-------------------|
| ➤ Qualifications of the Proposer | Maximum 25 points |
| ➤ Qualifications & Experience of the Project Team | Maximum 25 points |
| ➤ Qualification of Project Manager | Maximum 10 points |
| ➤ Technical Plan | |
| ○ Technical Knowledge of Project Issues & Technical Approach | Maximum 15 points |
| ○ RAP Technical Approach | Maximum 20 points |
| ○ Management Approach | Maximum 15 points |
| ➤ Project Experience | Maximum 10 points |
| ➤ Small Business & Local Workforce Participation | Maximum 5 points |

Part 1 - Total Maximum 125 points

Part II

- | | |
|---|-------------------|
| ➤ Qualifications & Experience of the Project Team | Maximum 25 points |
| ➤ Qualification of Project Manager | Maximum 10 points |
| ➤ Qualification of Construction Supervisor | Maximum 15 points |
| ➤ Technical Plan | |
| ○ Technical Knowledge of Project Issues & | Maximum 15 points |



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- Technical Approach
 - Management Approach Maximum 15 points
 - Project Experience Maximum 15 points
 - Small Business & Local Workforce Participation Maximum 10 points
- Bonus Points for Part II** (maximum 5 points)
 - Three letters of intent 3 points
 - Four letters of intent 4 points
 - Five or more letters of intent 5 points

Part II Total Maximum 110 points

Total Maximum Points (Parts I & II combined) Maximum 225 points

Bonus Point Details

To qualify for the Bonus Points letters of intent must be submitted with the Response as part of the section on Small Business & Local Workforce Participation. Letters of Intent must be with businesses certified as a CSBE, or SBE with Miami-Dade County Small Business Development Office. The business signing the Letter of Intent must also meet the requirements for the definition of “Local Office” under Section 18-73 of the Code of the City of Miami.

SECTION 6

6.0 RFP RESPONSE FORMS

6.1. RFP INFORMATION FORM

RFP NO. 08-09-074: Environmental Assessment & Remediation of Virginia Key Landfill

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature



6.2.1

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on _____,
, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Response
dated, _____, 20_____, to the City of Miami and this Corporation and that their
execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall
be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this
_____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



6.2.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

organized and existing under the laws of the State of _____ , held on _____ , 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as _____ of the Partnership, be and is hereby authorized to execute the Response dated, _____ 20 _____ , to the City of Miami and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



RFP No.: 08-09-074

6.2.3

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____
_____ organized and existing under the laws of the State of _____,
held on _____, 20_____, the following resolution was duly passed
and adopted:

"RESOLVED, that, _____ as _____ of the Joint
Venture be and is hereby authorized to execute the Response dated, _____ 20_____, to
the City of Miami official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR MAY DISQUALIFY YOUR RESPONSE



6.2.4

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
_____ and as a d/b/a (doing business as) _____
(if applicable)
_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Response dated, _____, 20____, to the City of Miami as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20_____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



RFP No.: 08-09-074

6.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing City contracts.



(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



RFP No.: 08-09-074