

**REQUEST FOR PROPOSALS
MIAMI SHORES VILLAGE
VULNERABILITY STUDY**

General Information

Miami Shores Village is seeking proposals from qualified firms to conduct a comprehensive study relating to the Village's environmental vulnerability including recommendations and a course of action the Village may undertake to mitigate future impacts.

Background Information

Miami Shores Village is located in northeast Miami-Dade County east of I-95 to Biscayne Bay from 91st to 115th Streets. The Village is a predominately single family residential community with approximately 3700 residential units. Biscayne Bay is the Village's eastern most boundary and there are two canals within the Village limits, one is the Biscayne drainage canal owned by South Florida Water Management District and the second is a private canal located between NE 102nd and NE 103rd Streets from NE 12th Avenue to Biscayne Bay. Both of these canals and the Bay have positive drain systems that feed into them. The Village has one drainage basin that has been retrofitted with a reverse pumping system that pumps storm water against the tide directly into Biscayne Bay in the Southeast portion of the Village from NE 91st Terrace to NE 93rd Street from NE 12th Avenue to North Bayshore Drive. There is one private lake, Mirror Lake that is surrounded by homes located between NE 4th and 5th Avenues from NE 103rd to NE 105th Streets. The water level in this lake appears to be controlled by the water level in the nearby Biscayne Canal. The majority of the remaining drainage systems in the Village are French drains, along with a handful of deep injection wells.

All of the Village's single family homes are on septic tank systems. The septic tank systems east of NE 12th Avenue are particularly vulnerable to sea level rise. In recent years, several properties have had to retrofit their septic system due to system failure. Most of the potable water for the Village is supplied by Miami Dade Water and Sewer. The City of North Miami supplies water to a small section of the Village, north of the Biscayne Canal.

The seasonal King tides have been of particular concern over the last two years, as water overflows the Biscayne Canal bank resulting in flooded homes in the subdivision on the north side of the canal, west of Biscayne Blvd, including parts of the Miami Shores golf course. The Village is currently in the process of installing a small section of sea wall to mitigate part of this problem. There has also been flooding and canal water back flowing through our drainage system into the subdivision on the south side of the canal as you approach the mouth of the canal. The Village owns a bay front park on North Bayshore Drive from NE 94th to NE 96th Streets that has been experiencing water splashing over the seawall on full moon high tides and King Tides. The remaining seawalls that abut Biscayne Bay and the two canals are all privately owned.

The Village is part of FEMA's flood insurance program and has a CRS rating of 8 which provides our residents with a 10% discount on their flood insurance. Village Council Members and residents have voiced their concerns with respect to sea level rise and sustainability as King tide flooding effects additional locations each season. The Council has authorized budgeting \$60,000 to conduct a vulnerability study.

Scope of services

The intent of this Vulnerability Study is to provide a process for developing and recommending innovative and effective actions and adaptation strategies that the Village can undertake to protect its built environment in the face of sea level rise and potentially increased flooding. The overall objective is to identify and recommend actions and strategies for the short, mid, and long term that would provide Miami Shores a flexible and adaptable path forward in the face of sea level rise and future changing conditions. These recommended strategies and actions should be prioritized and include the methodology to accomplish the recommendation including a cost estimate for each recommended item. The study shall also include recommendations to lower the Village's CRS score so residents will receive a higher flood insurance discount.

Insurance Requirements

Under the terms and conditions of all contracts, leases, and agreements, the Village requires appropriate coverage listing Miami Shores Village as Additional Insured. This is done by providing a Certificate of Insurance listing the Village as "Certificate Holder" and "Miami Shores Village is Additional Insured as respect to coverages noted,". Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof on insurance if Certificate is provided upon selection of the service provider.) The following is a list of types of insurance required and the limits required by the Village. NOTE: This list is not all inclusive, and the Village reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.

Types (Occurrence Based Only)

Minimum Limits Required

General Liability	General Aggregate	\$1,000,000
Commercial General Liability	Products-Comp/Op. Agg	\$1,000,000
Professional Liability	Each Occurrence	\$ 100,000
Automobile Liability	Each Occurrence	\$ 300,000
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Occurrence	\$ 100,000

Waiver of Subrogation: Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

Deductible: Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Failure to Maintain Coverage: The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this Agreement are satisfied.

Required Elements of Proposal Submittal Requirements

Eight (8) copies of the proposal must be submitted no later than 5:00 PM on Friday, May 26, 2017, to the Village Clerk's Office, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138. Proposals received after the date indicated will not be considered.

RFP submittals shall be 8 ½ x 11 inches and organized in sections following the order specified under Contents.

RFP submittals shall contain the following information:

- 1) A letter of transmittal signed by an individual authorized to bind the proposing entity.
- 2) A table of contents listing the material by section and page number.
- 3) A list of current South Florida clients/references for which similar projects were completed by the firm.
- 4) General information about the firm (i.e., company, location of offices, years in business, organizational chart, etc.).
- 5) Provide qualifications and experience of professionals to be utilized on project.
- 6) Provide proof of insurance including general liability, professional liability, automobile insurance as well as worker's compensation coverage for employees.
- 7) Sworn Statement on Public Entity Crimes.

Respondents shall thoroughly examine and be familiar with the RFP specifications. Failure of any respondent to receive or examine this document shall in no way relieve any respondent of obligations pertaining to this RFP or the subsequent contract.

Any modifications from the stated terms and conditions can result in the rejection of the response as not being responsive to this RFP.

Delivering the response to the Village on or before the specified date and time will be solely and strictly the responsibility of the respondent. The Village will in no way be responsible for delays caused by the United States Postal Service, or other courier services, or a delay caused by any other occurrence. Offers by telephone or fax will not be accepted.

The response deadline shall be strictly observed. Responses received after this date may not be considered. Such RFP's will be returned to the respondent unopened.

The Village reserves the right to reject the response of any respondent who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who in the opinion of the Village, is not in the position to perform properly.

Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

No successful respondent may assign any portion of the contractual agreement between the parties without prior written authorization by the Village, which authorization may be withheld by the Village in its sole discretion.

Changes to the RFP may be made by and at the sole discretion of the Village.

Warranties – The respondent, in submission of its response, warrants to the Village that it will comply with all applicable Federal, State and local laws, regulations and orders in providing the services under the proposed documents.

The Village reserves the right to accept or reject any and all responses, to waive any irregularities or informalities in any response or in the RFP process, and to accept or reject any items or combinations of items. The award will be to the respondent whose response complies with all of the requirements set forth in this RFP and whose response, in the sole opinion of the Village, is best, taking into consideration all aspects of the respondent's response.

In the event that the successful respondent does not execute a contract within a time frame acceptable to the Village, the Village may give notice of intent to negotiate with the next most qualified respondent or to solicit new responses and may proceed to act accordingly.

Qualifications

Proposing firms responding to the RFP shall demonstrate their ability to undertake this Project by providing evidence of similar experience and expertise specific to the project. They should provide the background and qualifications of all staff members assigned to this project. Firms shall provide at least 3 municipal references including contact information from cities that they have performed similar work in.

Price

Proposals shall include all costs to the Village to provide the scope of services on a separate sheet of paper.

Comparative Criteria

Proposals must be complete and submitted on or before the submission deadline, and must contain at a minimum, all required elements of the proposal package as outlined in the required elements of proposal submittal requirements. Failure to meet any submission requirement shall result in the rejection of the proposal package.

Criteria:

- 1) General firm experience and years in operation (10%)
- 2) Similar project experience (30%)
- 3) Quality and Applicability of references (10%)
- 4) Price (20%)
- 5) Personnel/Staffing experience/ certifications (10%)
- 6) Methodology (20%)

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

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

This sworn statement is submitted to _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

Whose business address is _____

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

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

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

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

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

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)