



REQUEST FOR PROPOSAL  
RFP-287-25-AR  
DEBRIS MONITORING SERVICES

**FOR THE  
CITY OF HOLLYWOOD, FLORIDA (CITY)**

**RFP Issue Date:** February 18, 2025

**Questions Due Date:** March 11, 2025

**Submittal Due Date:** March 18, 2025, 3:00 pm

City of Hollywood  
RFP-287-25-AR  
Debris Monitoring Services

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Attachments:

A - Federal Requirements (FEMA) 2 C.F.R. PART 200, APPENDIX II

B - Sample Contract Agreement Disaster and Debris Monitoring Services v. 5 2-18-25 Final Draft

C - CFR\_Part\_200\_Subpart\_D

D - PRICING PROPOSAL (BID FORM)-Fee Schedule work sheet

# 1. SUMMARY

## 1.1. Summary

The City of is seeking a qualified firm to provide emergency debris monitoring services and the associated management and accounting services that are required during an emergency. The successful Proposer (Contractor) shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services. The Contractor shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

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

The successful Proposer (Contractor) must be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines.

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

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

## 1.2. Background

The City of Hollywood is a beachfront community located in southeastern Broward County midway between Miami and Fort Lauderdale. Founded by Joseph Young in 1925, Hollywood is approximately 30 square miles in size and is Broward's third-largest municipality with a population of roughly 153,000 residents. Hollywood has an average annual high temperature of 83 degrees and low temperature of 68 degrees.

Hollywood is home to more than 60 parks, seven golf courses, seven miles of pristine beaches, and the one-of-a-kind Hollywood Beach Broadwalk, a promenade that stretches nearly 2.5 miles along the Atlantic Ocean. Named one of America's Best Beach Boardwalks by Travel + Leisure

magazine, this brick-paved thoroughfare hosts pedestrians, joggers, bicyclists, rollerbladers, and millions of others every year. Dozens of eateries and inns line the Boardwalk and the promenade also features the Hollywood Beach Theatre, a children's water playground at Charnow Park, and many other attractions. Hollywood Beach also offers dozens of luxury resort hotels and condominiums such as the Margaritaville Hollywood Beach Resort, Hyde Resort & Residences and Hollywood Beach Marriott. In addition to many independently owned and operated boutique inns and vacation properties.

Hollywood has steadily grown into a dynamic business hub with more than 10,000 companies in the City. Approximately 80 percent of Port Everglades, the world's second-busiest cruise port, is located in Hollywood and the port is home to Royal Caribbean's Allure of the Seas and Oasis of the Seas, the largest cruise liners in the world. Hollywood also provides easy access to Fort Lauderdale/Hollywood International Airport and Miami International Airport, a major gateway to Latin America. Hollywood also is home to the Memorial Healthcare System, the nation's fifth-largest healthcare network, its flagship hospital, Memorial Regional, and the Joe DiMaggio Children's Hospital, the largest free-standing children's healthcare facility in Broward County.

### 1.3. Contact Information

#### **Joshua Collazo**

2600 Hollywood Boulevard  
Hollywood, FL 33020  
Email: [jcollazo@hollywoodfl.org](mailto:jcollazo@hollywoodfl.org)  
Phone: [\(954\) 921-3043](tel:(954)921-3043)

**Department:**  
Procurement Services

### 1.4. Timeline

<b>Release Project Date</b>	February 18, 2025
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<b>Pre-Proposal Meeting (Mandatory)</b>	<p>March 4, 2025, 2:00pm</p> <p>Join by Microsoft Teams:  <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWQ2Mml4MDQtODJiNy00N2YxLTg5YTgtOTAzYjVkNGlxNmI5%40thre%20ad.v2/0?context=%7b%22Tid%22%3a%22f0ba70bf-c34c-416d-b200-9c6f6a563c05%22%2c%22Oid%22%3a%221dd78a5-05ee-4ae6-a92f-232e5c44ca7a%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWQ2Mml4MDQtODJiNy00N2YxLTg5YTgtOTAzYjVkNGlxNmI5%40thre%20ad.v2/0?context=%7b%22Tid%22%3a%22f0ba70bf-c34c-416d-b200-9c6f6a563c05%22%2c%22Oid%22%3a%221dd78a5-05ee-4ae6-a92f-232e5c44ca7a%22%7d</a></p> <p>Meeting ID: 240 986 943 868  Passcode: iG2xs9U2</p> <hr/> <p>OR Dial in by phone:  +1 689-206-0382,,717104411# United States, Orlando  Phone conference ID: 717 104 411#</p>
<b>Question Submission Deadline</b>	March 11, 2025, 3:00pm
<b>Proposal Submission Deadline</b>	March 18, 2025, 3:00pm

## 2. INTRODUCTION

### 2.1. Purpose

The City of Hollywood, Florida (City) is seeking responses from qualified and experienced firms, hereinafter referred to as the Contractor or Proposer, to provide Debris Monitoring Services for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by Tuesday, March 18, 2025 at 3:00 pm, and will be opened in a virtual public setting on March 18, 2025 at 3:00PM EST .

Submittals shall be received electronically through [OpenGov Procurement](#). Hard copy submittals will not be accepted.

Submittals shall be considered an offer on the part of the bidder/proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

**Submission of a bid/proposal shall serve as prima facie evidence that the Bidder/Proposer has examined this solicitation and is fully aware of all conditions affecting the provision of services and the evaluation criteria and scoring methodology as set forth in this solicitation document.**

### 2.2. Pre-Proposal Conference and/or Site Visit (Mandatory)

There will be a mandatory pre-proposal conference and/or site visit scheduled for this solicitation.

Please keep in mind that site visits at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 2.3. OpenGov

The City of Hollywood uses Opengov, the e-Procurement Portal ("Portal") (<https://procurement.opengov.com/portal/hollywoodfl/projects/147326>) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Proposer's inability to submit a proposal by the proposal end date and time for any reason, including issues arising from the use of OpenGov.

### 2.4. Point of Contact

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Adriana Rodriguez, Procurement Consultant at [arodriguez2@hollywoodfl.org](mailto:arodriguez2@hollywoodfl.org) or by phone at (954) 921-3946, or Otis Thomas, Interim Chief Procurement Officer (CPO), at [othomas@hollywoodfl.org](mailto:othomas@hollywoodfl.org) or by phone at (954) 921-3224. Such contact is to be for clarification purposes only. All questions must be submitted in writing via the Portal by Tuesday, March 11, 2025, by 3:00 pm, in order to receive a timely response.

Project Manager: Joshua Collazo, , at [jcollazo@hollywoodfl.org](mailto:jcollazo@hollywoodfl.org) or by phone at (954) 921-3043.

For information concerning technical specifications, please utilize the question and answer feature provided by the Portal at <https://procurement.opengov.com/portal/hollywoodfl>. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of the Project Page).

**Proposers please note:** No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the Portal shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the Portal.

## **2.5. Cone of Silence**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-proposal conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this solicitation should be sent in writing to the Procurement Services Division as identified in this solicitation.

### 3. SPECIAL TERMS AND CONDITIONS

#### 3.1. Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question and answer feature provided by the Portal and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question and answer feature provided by the Portal and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by an official written addendum issued by the City and uploaded to the Portal as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

#### 3.2. Changes and Alterations

Proposer may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

#### 3.3. Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this solicitation.

#### 3.4. Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in [#SCOPE OF SERVICE](#) section .

#### 3.5. Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Proposer.

#### 3.6. No Exclusive Contract

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

#### 3.7. Responsive

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.



### 3.8. Responsible

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

### 3.9. Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they have successfully completed services, as specified in the [#SCOPE OF SERVICE](#) section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. In addition, the Proposer must have no conflict of interest with regard to any other work performed by the Proposer for the City.

### 3.10. Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible Proposer, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

As applicable, the City shall comply with Section 287.05701, Florida Statutes, in not considering or giving preference for an award based on a vendor's social, political, or ideological interest.

### 3.11. Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in the [#SCOPE OF SERVICE](#) section.

### 3.12. Contract Period

The initial contract term shall commence upon date of award by the City for a **two (2) year term**. The City reserves the right to renew the **contract for an additional two one-year terms**, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **120 days** beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

### 3.13. Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

### 3.14. Rules and Submittals of Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

### 3.15. Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

### 3.16. Protest Procedure

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's [Procurement Code](#) or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with [Section 38.52](#) of the City's [Procurement Code](#) within five days after a notice of intent to award is posted on the City's web site, BIDSYNC, City Clerk's Office, Open Government, and/or City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

### 3.17. Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- a. Premises Operations
- b. Products and Completed Operations
- c. Personal & Advertising Injury
- d. Damages to rented premises
- A. Automobile Liability Insurance: Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of

the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit

The City of Hollywood shall be named as Additional Insured.

- B. Worker's Compensation Insurance: Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

If the vendor is exempt the City will require a copy of the exemption certificate/letter.

- C. Professional Liability Insurance:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$2,000,000 each claim / \$4,000,000 aggregate

If coverage is provided on a claims made basis an "extended reporting period" of (5) years will be required.

***The City of Hollywood needs to be the certificate holder as per the following format:***

***City of Hollywood (nothing else on this line)Name of Department & Room Number (as applicable)***

**Department**

**Address**

**Department Address**

**Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.**

**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof

that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation **of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.**

**The City reserves the right to require additional insurance in order to meet the full value of the contract.**

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

### 3.18. Uncontrollable Circumstances (Force Majeure)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
  - B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
  - C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
  - D. The non-performing party uses its best efforts to remedy its inability to perform.
- Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### 3.19. Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

### 3.20. Debarred or Suspended Bidders or Proposers

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

### 3.21. Public Records/Trade Secrets/Copyright

**All responses will become the property of the City. The Contractor's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.**

Any language contained in the Contractor's response to the solicitation purporting to require confidentiality of any portion of the Contractor's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Contractor submits any documents or other information to the City that the Contractor claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Contractor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Contractor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Contractor's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Contractor agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

### 3.22. PUBLIC RECORDS GENERAL

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Consultant shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

### 3.23. Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order):

- (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087,
- (2) local Hollywood vendor preference,
- (3) closest proximity/location to project site or City Hall, and/or
- (4) minority-owned or disadvantaged business status.

If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

### 3.24. Contracting with Entities of Foreign Countries

By responding to this solicitation, your entity certifies and attests under penalty of perjury to not being a "foreign country of concern" as defined under Sections 287.138 and 692.202, Florida Statutes, and compliance with all regulations within the statutes.

### 3.25. Federal Procurement Standards

This solicitation shall be subject to Federal procurement standards as defined under Sections 200.317 through 200.327 of the Code of Federal Regulations (CFR) if funded by a Federal award, including all contract provisions/clauses under Section 200.327 of the CFR.

## 4. SCOPE OF SERVICE

### 4.1. Scope of work

The purpose of this request for proposal is to establish the most effective, efficient, and innovative methods of providing the highest quality services to the City.

#### **Disaster Debris Monitoring Services**

The City of Hollywood requires the following services:

- A. The Debris Monitoring Contractor (DMC) shall provide trained field (debris) monitors, stump/tree removal monitor, hanger monitors, leaner monitors, tower monitors, residential drop-off site monitors and supervisory and accounting staff as required by the City.
- B. Review, Permits, Licenses and Certificates:

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Consultant will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses and certificates, if requested. In these cases, the Consultant will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

- Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
- Clean Water Act (NPDES) Permits – emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and storm water management permit
- Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.
- TDSRS and Final Disposal permits or authorizations from FDEP and the County DERM if appropriate. All final disposal sites must be pre-approved by the CITY.
  - a. Consultant will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.
  - b. The DMC shall provide one Project Manager (PM) who shall remain within the City throughout the duration of the storm and subsequent cleanup who will supervise all the field monitoring activities.
    - i. The Project Manager must have the following experience:
      - I. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.



Must demonstrate experience as a Project Manager or equivalent capacity managing hurricane debris monitoring for a government entity involving a minimum of 150,000 cubic yards of debris.

- II. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

The Project Manager (PM) shall be available to attend daily meetings throughout the recovery process, until the City no longer needs the PM's input. Substitutions of the personnel in this position, is prohibited and can only occur with explicit prior approval by the City. The PM shall report to the Public Works/Transportation Director or their designee 24 hours prior to a hurricane event. For other natural disasters, the PM shall report to the Public Works/Transportation Director or their designee within 12 hours after notification.

The PM must have the following experience:

The PM who shall be responsible for the overall monitoring of debris contractors and the management of the consultant's monitoring team shall be the City's point-of-contact. At the availability of the City, the PM will be physically located in the Emergency Operations Center (EOC) or other location specified by the City. The PM shall assign an operations manager to oversee each debris recovery contractor. The PM will be supported by the full array of resources to enhance efficiency and expedite deliverables. The PM's responsibilities include:

- A. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- B. Scheduling work for all team members and contractors on a daily basis.
- C. Scheduling and managing field staff.
- D. Monitoring recovery contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery work.
- E. Assisting the City with responding to public concerns and comments.
- F. Conducting safety inspections.
- G. Ensuring compliance with contracts by all subcontractors.
- H. Scheduling and running periodic meetings with field staff and contractors.

The DMC shall provide other trained personnel and supervisors as required to manage the field monitoring activities.

The PM who shall be responsible for the overall monitoring of the Consultant shall be prepared to staff a project management team consisting of the following members; however, the final determination of staffing will be made by the CITY depending on need:

- A. Project Manager

- B. Operations Managers
- C. FEMA Coordinator
- D. Scheduler/Expeditors
- E. GIS Analyst
- F. Field Supervisors
- G. Debris Site/Tower Monitors
- H. Environmental Specialist
- I. Project Inspectors (Citizen Site Monitors)
- J. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC) Billing and Invoice Analysts
- K. Administrative Assistants
- L. Field Coordinators (Crew Monitors)

The Consultant may use other required positions as necessary with the written approval of the City's Public Works Director or their Designee. All such positions and applicable hourly rates shall be listed in the cost proposal.

Consultant will provide a quality control team consisting of a minimum of two (2) monitors per site and one (1) monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the City through their management team. They shall be equipped with state-of-the-art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of three (3) meters.

A. Response Time/Mobilization:

The consultant shall comply with the following requirements:

1. Reporting to EOC – The PM, and at his discretion other key personnel, shall report to the EOC at a minimum of 24 hours prior to a hurricane event, if requested by the City. For other natural or manmade disasters the consultant shall report within six (6) hours after notification.
2. Debris Sites – The Consultant shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum, monitoring shall consist of the following personnel:
  - a. Two (2) staff per debris site
  - b. Final determination of staffing for debris recovery crews will be made by the CITY as the field environment may require

A. Responsibilities of the Quality Control Team:

1. Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
2. Inspecting means and methods to measure and record work and recommending changes that may be needed.
3. Stopping work in progress that is not being performed or documented in the appropriate manner.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
5. Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites have been received.
6. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
7. Maintaining digital photo documentation of recovery work on a weekly basis. All photographs presented shall show the address, description in detail of hangers, stumps and leaners removed. The team shall photograph every stump and leaner removed as well as a random sample of hangers removal activities and GPS coordinates.

The Consultant will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 A.M. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

- A. Contractor name
- B. Contract number
- C. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
- D. GIS mapping data updates and digitized reports.
- E. All GIS layers required will be provided to the Contractor by the City's Public Works/Transportation Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data must be in an ESRI format 8.3 or higher version. Personnel geo-database is acceptable based on size restraints.
- F. Scanned documents should be at a minimum 300 dpi and in jpg, tiff or pdf file format.

Technical Expertise and Guidance – As directed by the City, the Consultant shall provide:

- A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
- Safety assessment to include plan development, procedure development, staff training, and staff augmentation.
- Safety assessments of facilities.
- A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- The debris plan will be developed to include staff training.
- Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
- Technical support and assistance in developing public information.
- Other reports and data as required by the City.

The Monitors shall have vehicles, telephones, meals, lodging arrangements, safety gear, cameras, GPS devices, and other incidentals necessary to work up to 12-hour days, and up to 7 days per week during an emergency. All direct cost associated with monitoring (including those afore mentioned) shall be included in the unit rate for the monitor or supervisor. The Monitors shall complete tickets provided by the Contractor to verify and validate:

- A. Date
- B. Preprinted Ticket Number
- C. Contract Number and Contractor's Name
- D. Truck Number
- E. Truck Capacity in Cubic Yards
- F. Load Size, either in Cubic Yards or Tons (including percent full and certified capacity)
- G. Truck Driver's Name and Company Name
- H. Debris Classification:
- I. Burnable (if applicable)
- J. Non-Burnable
- K. Mixed
- L. Vegetative
- M. Construction and Demolition Debris
- N. Other

- O. Zone/Sector
- P. Dumpsite Location and Destination
- Q. Loading Time (from work site)
- R. Dumping Time (at disposal site)
- S. Loading Site Monitor's Name and Signature
- T. Dumping Site Monitor's Name and Signature
- U. Loading Location by Full Address or Nearest Landmark
- V. Loading Location by GPS coordinates, marked on the ticket and provided in electronic file. The GPS unit shall maintain a location accuracy level of three (3) to five (5) meters. The GPS collection data shall contain the following fields: Data/Time, Ticket number, Operator ID, and Latitude/Longitude (in decimal degrees). The data file shall be exportable in a computer readable Comma Delimited format (\*.CVS). The GPS exported data file names shall be uniquely names including the area, Operator Name and date. The file naming convention shall be from: XxxareaxxXxxnamexx-dare (the 1<sup>st</sup> letter of each word shall be capitalized). This GPS file name shall be record on each of the Ticket documents.
- W. Crew Number and Hangers per Tree (or hangers)
- X. Crew Number and Tree Diameter (for Leaners)
- Y. Any other information required by the City or deemed pertinent by personnel providing the information.

The DMC shall certify the capacity of each Contractor(s) Truck used during the emergency, to include the following:

- A. Truck Number
- B. Truck Driver's Name and Phone Number
- C. Date
- D. Certified Capacity as Measured by the DMC in the field, to include inside dimensions
- E. DMC Representative's Name and signature (personnel who is certifying the capacity)
- F. Contractor's Name
- G. Truck License Plate Number
- H. Truck Re-Certifications shall be conducted by the DMC and shall be conducted as needed and as well as when directed by the City

- I. The DMC shall maintain all truck certification sheets as well as an electronic summary of truck certifications.

The DMC shall provide up to 30 trained Field Monitors, as needed for each disaster, as determined by the City. Field, Right-of-Way, Road and Debris Monitors are equivalent for the purpose of this Agreement. These Monitors shall be available and ready to work in accordance with the following schedule:

Within three (3) calendar days of disaster – ten (10) monitors

Within seven (7) calendar days of disaster – twenty (20) monitors

- The DMC shall provide up to two (2) trained Tower Monitors at one time, as needed for each disaster, as determined by the City. Each tower must be staffed by two (2) Tower Monitors to handle load tickets and verify debris amounts.
- The DMC shall provide up to two (2) trained Residential Drop-off Site Monitors at one time, as needed for each disaster, as determined by the City. These monitors shall be available within three (3) calendar days of the disaster and will record the license tag number of each residential vehicle that brings debris to Residential Drop-off sites.
- The DMC shall maintain all Contractor(s) tickets processed during the recovery' review all Contractor(s) invoices and make a recommendation as to how much of the invoice should be paid based on the tickets collected and the truck certification sheets in hand. No ticket shall be recommended for payment unless the truck indicated on that ticket has a corresponding truck certification form, signed by the DMC. Contractor(s) invoices shall be reviewed and a recommendation regarding payment shall be made by the DMC within fourteen (14) calendar days of the City giving the invoice to the DMC. Each recommendation shall contain:
  1. The Contractor(s)' Invoice
  2. The DMC's cover letter recommending payment
  3. All back-up spreadsheets verifying the recommendation of payment
  4. All tickets associated with recommendation of payment
  5. Truck certification forms
  6. Any other data pertinent to the payment of the Contractor(s)' invoice by the City
- All data created or received by the DMC shall be maintained in an electronic file and provided to the City and/or FEMA when needed.

- The City will provide the DMC a list of public and/or private roads to include the Federal Highway Assistance Roads (FHWA) and may require the DMC to ensure that debris is collected only on roads that are eligible for reimbursement.
- The DMC shall provide a Phase I Environmental Assessment of each of the Temporary Debris Disposal Sites within four (4) weeks of the request by the City. This effort shall be invoiced to the City at cost plus ten percent (10%) (i.e. the cost a firm or a laboratory to conduct the Phase I Environmental Assessment plus a 10% mark-up for the DMC). The cost of each Phase I Environmental Assessment shall be approved by the City prior to any work being done.
- The DMC shall assist the City in assessing the rehabilitation of Temporary Debris Disposal sites by the Contractor(s).
- The DMC shall mark and take a digital picture of the trees/stumps to be removed with a numerical system.
- The DMC shall provide an estimated capacity by survey of each pile of vegetation material at each Residential Drop-off Site within four (4) weeks of the request by the City. This effort shall be invoiced to the City at cost plus 10% (i.e. the cost of a surveyor to survey and estimate the total cubic yards of all piles plus a 10% mark-up for the DMC). The cost of each survey shall be approved by the City prior to commencement of any work.
- Any other specialty direct costs required and approved by the City shall be invoiced to the City at cost plus 10%.
- The DMC shall attend all meetings pertaining to disaster debris recovery and shall provide meeting minutes of all meetings within three (3) business days after the meeting.
- The DMC shall invoice the City every two (2) weeks or monthly, at the DMC's discretion.
- When the City issues a Notice to Proceed to the DMC, the City and the DMC shall determine the positions and number of persons required to adequately provide the services.
  - A. The City shall review DMC's staffing level as necessary and direct DMC to adjust personnel accordingly. The City may perform on-site inspections to verify staffing needs.
  - B. During this period, the PM will provide daily updates on the services and estimate the time remaining for job completion.

- C. The DMC shall provide continuous service on an hourly basis at the agreed upon rates. Hours worked and type of work performed must be documented on weekly timesheets signed by the person performing the work and the PM. The City may verify work being performed.

For the purposes of the RFP, the City has assumed a certain number of personnel hours required (Proposal Fee Form). This assumption is for proposal purposes only and does not restrict the City's ability to request personnel as needed.

The DMC shall provide other disaster relief services as required by the City.

- A. Training and Assistance: Sessions for all key City personnel and assistance in all Disaster debris recovery-planning efforts as requested.
- B. Preliminary Safety Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying hangers, leaners, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
- C. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- D. Digitization of all source documentation (such as load tickets and supplies to the City with each invoice).
- E. Pre and Post soil sampling of the site.
- F. A full-size evaluation, including maps of locations and surveys (wetlands, threatened and endangered species).
- G. Permitting, Licensing and Certifications.
- H. Follow the best management practices as outlined in the Florida Stormwater Erosion and Sedimentation Control Inspector Manual.

The DMC shall provide GIS support as necessary and as required by the City to assist the City in delineating loading locations of debris. This information will be especially important in the reimbursement process as FEMA has typically not reimbursed for debris collected on private roads.

Assessment of Debris Accumulation In Drainage Canals:



Consultant will assist the City in assessing and documenting the debris accumulation and safety issues in the City's drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

#### Event Closure:

Consultant will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors, in an effort to achieve the maximum allowable reimbursement. The Consultant will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

#### The DMC Final Report:

A final report will be prepared by the Consultant and will be submitted to a distribution list as established by the City Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information will be included in this report:

- A. Discussion of disaster response requirements and results.
- B. Recommendations for future disaster response strategies.
- C. Copies of manifests, certificates, and related documents.
- D. Log books and all other data taken during the implementation of the Disaster Response Plan.

#### SKILLS AND EXPERIENCE OF THE PROJECT MANAGER AND OTHER KEY PERSONNEL OF THE FIRM

Describe the experience of the project manager, and other key personnel as it relates to this project. Name specific projects (successfully completed within the past 5 years) where the Project Manager and other key personnel of the firm have performed previously. Specifically, provide resumes of the project manager, operations manager and brief job descriptions for other key personnel. Job descriptions for any other positions added by the proposer to the Cost Proposal shall also be provided.

Specifically identify the management plan and provide an organizational chart for the team; the organizational chart will be in addition to the four-page maximum.

The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

## 4.2. Disaster Cost Recovery, Grant and Project Management Services

The CONTRACTOR's required scope of services includes but is not limited to all services described herein and other services required to coordinate and assist the CITY with completing emergency and permanent work projects for declared disasters. These activities include grant or FEMA Project Worksheet preparation, grants or project management and accounting for costs in accordance with Federal, State and local regulations. The CONTRACTOR shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as outlined below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each disaster event is maintained and all deadlines and other requirements for grant closure are satisfied. Note that the CITY maintains its duties and obligations as a requirement of Federal, State or other grant funds. The CONTRACTOR shall advise and assist the CITY with administering these grants as necessary but cannot assume the CITY's duties and responsibilities as a grant recipient.

### **Grant and FEMA Project Worksheet Preparation includes but is not limited to:**

- Accompanying CITY personnel for on-site inspections including preliminary damage assessment activities. Pursuant to 44-CFR § 206.202 an authorized local representative is required to ensure that all eligible work has been identified and that all costs for disaster-related damages have been submitted to FEMA for funding. The CONTRACTOR shall assist with the CITY's representative(s) to ensure all eligible work is identified and accurate estimates of damages are submitted to FEMA for funding. The CONTRACTOR shall prepare the necessary documents to identify and estimate the cost of the damages in the format required by FEMA, the State, the CITY or other applicable agencies.
- Assisting the CITY in preparing any FEMA Project Worksheets as directed by the CITY's Contract Manager. The CONTRACTOR shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA, State, CITY and other agency guidelines within the designated timelines for FEMA funding.
- Assisting the CITY in identifying and applying for improved or alternate projects pursuant to 44-CFR § 206.203. CONTRACTOR shall advise CITY on the appropriateness of requesting this type of funding from FEMA and shall assist in the CITY's application for this type of funding through project acceptance.
- Assisting the CITY in identifying mitigation measures under the Stafford Act. Pursuant to 44-CFR § 206.226, cost-effective mitigation measures may be incorporated in the restoration of damaged facilities. The CONTRACTOR shall assist the CITY with preparing benefit/cost analyses and hazard mitigation funding applications.
- Assisting the CITY in identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues and historic preservation

issues. The CONTRACTOR shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA project worksheet, if applicable. The CONTRACTOR shall work with the CITY, FEMA and the State to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Endangered Species Act, the National Historic Preservation Act and other federal, state and local statutes and executive orders.

### **Grants Management**

The CONTRACTOR shall assist the CITY with managing grants including but not limited to:

- Monitoring CONTRACTOR Performance: the CONTRACTOR shall monitor contractor performance to ensure FEMA mandated work deadlines are completed on time and/or assist the CITY in applying for time extensions with appropriate agencies.
- Providing clerical support to review and approve payment documentation: the CONTRACTOR shall assist the CITY by supplying clerical support and resources to review, prepare and recommend approval of payments to contractors performing eligible disaster related work and ensure that the documentation meets all Federal, State and CITY financial and accounting requirements.
- Preparing payment requests: the CONTRACTOR shall assist the CITY with maintenance of financial records, in accordance with CITY requirements for financial reporting to ensure prompt reimbursement from FEMA and the State. The CONTRACTOR shall assist in preparing payment requests in acceptable formats to ensure reimbursements are obtained in a timely fashion.
- Preparing schedules and performing reconciliations: the CONTRACTOR shall assist the CITY and coordinate with its personnel in preparing the necessary scheduled and performing any required reconciliations to ensure the costs recorded in the CITY's financial records are correct. The CONTRACTOR shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with any audit schedule provided. In addition, clerical support shall be provided to collect, gather, organize and enter data into a database that supports information presented on schedules, work papers and Project Worksheets, including force account labor. All schedules shall be prepared using the Microsoft Office suite products such as Excel, Word, or other pre- approved platform.

- Conducting interim inspections: the CONTRACTOR shall assist the CITY and coordinate with its personnel in performing interim inspections to ensure work is progressing in a timely fashion and that all documentation is being maintained in an orderly fashion. The CONTRACTOR shall also assist the CITY with preparing progress reports for FEMA, the State, CITY or other authority.
- Conducting final inspections: the CONTRACTOR shall assist the CITY and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.
- Assisting with grant closure: the CONTRACTOR shall assist the CITY with final reconciliation of grant funds and shall assist the CITY with completion of required FEMA and State documentation for grant closure.
- Assisting with audit defense: the CONTRACTOR shall be available to assist the CITY with the defense of any audits conducted by the FEMA office of the Inspector General or other auditors.
- Assisting with appeals: the CONTRACTOR shall be available to assist the CITY with submitting appeals if necessary.

#### 4.3. Disaster Debris Project Management and Process Oversight

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

- CONTRACTOR shall appoint a Project Manager, who will be the CITY's primary point of contact and will be responsible for all services and personnel that are provided by the CONTRACTOR. The Project Manager shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan.
- Project Manager, and other key personnel, shall coordinate with the CITY's Contract Manager as frequently as necessary to ensure hurricane readiness but at a minimum, daily when the CITY is within the three (3) day forecasting cone.
- The Project Manager and other key personnel shall report to the CITY's Emergency Operations Center (EOC) or other location as directed within eight (8) hours of notification by the CITY. Commencement of work shall begin no later than twenty-four

(24) hours of issuance of Notice to Proceed or as provided for in the Notice to Proceed. The CITY may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event depending on the magnitude of the event and likelihood of impact in order to allow sufficient time to prepare for commencement of operations.

- The Project Manager shall assist the CITY in developing a Debris Management Action Plan for the specific occurrence. CONTRACTOR may also be requested to assist in other debris recovery planning efforts such as identifying adequate DMS, estimating debris quantities and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.
- The Project Manager shall attend all meetings and briefings designated by the CITY. Daily meetings will be conducted by the CITY with the CONTRACTOR and the Disaster Debris Collector along with other essential personnel in order to confirm daily debris recovery activities and schedule, address and resolve issues or concerns and discuss progress of the debris recovery effort.
- CONTRACTOR shall provide trained personnel to observe, direct and document the activities of the Disaster Debris Collector. CONTRACTOR shall be responsible for scheduling work for all of its personnel on a daily basis. CONTRACTOR shall assist the CITY in coordinating work assignments for the Disaster Debris Collector.
- CONTRACTOR shall monitor the Disaster Debris Collector's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
- The CONTRACTOR shall be operational at the completion of the first push (70 hours). The Disaster Debris Collector and CITY employees will report to the City's Public Works facility, 750 NW 91st Avenue, to obtain work orders and field monitors from the CONTRACTOR before work is commenced. CONTRACTOR shall prepare all project worksheets, right-of-way entry forms and any other required forms for the work group.
- CONTRACTOR shall track and coordinate with CITY personnel to respond to problems in the field and address citizen complaints, including commercial or residential property damage claims as a result of the debris removal.
- CONTRACTOR shall attend up to three (3) meetings annually at no expense to the CITY for event planning.

- CONTRACTOR shall prepare FEMA worksheets and review worksheets with CITY staff.
- CONTRACTOR shall provide the following annual services for the annual payment as bid by CONTRACTOR and contained herein:
  1. CONTRACTOR shall attend, participate and/or facilitate an annual meeting and/or training with the CITY (this may be counted as one of the three planning meetings). Should the CITY request, a table top training exercise shall be facilitated by the CONTRACTOR as a part of the training/annual meeting. Training/annual meeting shall be completed no later than April 30th of each year.
  2. CONTRACTOR shall prepare and present a written plan of operations, including a clear description of the work. CONTRACTOR may subcontract out and will provide a list of the subcontractors upon the CITY's request. A draft of this plan and list of subcontractors shall be reviewed as a part of the annual meeting.
  3. CONTRACTOR shall annually review with CITY staff upon request, the DMS to be used during the coming year. This review shall be a part of the annual meeting.
  4. CONTRACTOR shall provide phone consultations and reference information to CITY staff upon request.
  5. CONTRACTOR shall coordinate with CITY's Information Technology department to ensure the interface of data with the CITY's network.
  6. Following any activation, CONTRACTOR shall participate in any after action/hot wash meeting to review event response and identify any concerns or areas for improvement in the operational plan.

#### 4.4. [Documentation and Reimbursement](#)

**ADMS** Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real-time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.

The CONTRACTOR shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:

- Paperless, electronic (handheld device) load ticket generation and data collection.
- Debris vehicle certification data capture.
- Encrypted and secure field data transfer.
- Accessible secure database for government and Disaster Debris Collector use. Database will be internet accessible by Disaster Debris Collector, CITY, State, Federal and other public entities as authorized by the CITY's Contract Administrator.

- Minimal manual entry of load ticket data fields.
- Automation of debris pick-up locations through the use of GPS technologies.
- Evaluation of daily event staging using web-based reporting and GIS tools.
- Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system.
- CONTRACTOR shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.
- CONTRACTOR shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. CONTRACTOR shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. CONTRACTOR shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the CITY, which shall be turned over to the CITY daily. Copies of completed load tickets shall also be retained by the CONTRACTOR, vehicle driver, subcontractor and the Disaster Debris Collector. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).
- CONTRACTOR shall provide trained staff in sufficient numbers to adequately provide for all operations including truck certification and documentation of all vehicles used in debris removal activities including quality assurance/quality control of truck certification measurements throughout the life of the project.
- The CONTRACTOR shall document all recovery work to ensure that proper records are maintained for load tickets and recover costs for reimbursement purposes. During the first seventy (70) hours following a disaster, this may require documenting times that the Disaster Debris Collector actively uses manpower and equipment to document time and material reimbursements. This shall also include any photographs, GPS locations, and/or any other means of confirming debris load information for reimbursement purposes.
- CONTRACTOR shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, etc. to support Federal (FEMA), state and local reimbursements and subsequent audits. CONTRACTOR shall take the lead, assisting the CITY in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.

- CONTRACTOR shall provide daily reports throughout the disaster and recovery efforts, including updates for the daily briefing meetings, reports on the review and validation of the Disaster Debris Collector, cubic yard/tonnage reports providing for the number of trucks and volumes (tonnage) of debris received at each DMS as well as a total for all DMSs, and a final report following completion of debris recovery operations.
- CONTRACTOR shall ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications, and operating data.
- CONTRACTOR shall ensure compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
- CONTRACTOR shall retain documentation including financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the CITY as FEMA sub-grantee as required by FEMA 322 Public Assistance Guide. The CITY shall have access to such records and documents as required for the purpose of inspection or audit.
- CONTRACTOR shall cooperate with all other CONTRACTORS in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, original drawings or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.

#### 4.5. Field Collection Monitoring

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

- CONTRACTOR shall provide personnel to service as Field Monitors and Field Supervisors. The primary function of Field Monitors is to verify that debris picked up by the Disaster Debris Collector's recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris, using approved electronic format. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
- CONTRACTOR shall train all Field Monitors and Field Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. CONTRACTOR



shall equip all Field Monitors and Field Supervisors with vehicle transportation and technology including cameras, computers, cellular phones, tablets, handheld scanners, GPS devices and other equipment as deemed necessary and/or appropriate.

- CONTRACTOR will have Field Monitors stationed at designated Choke Points. CONTRACTOR will also have roving Field Monitors that will observe Disaster Debris Collector operations to ensure that only Eligible Debris is removed from the areas designated by the CITY and the Presidentially-declared disaster area and to verify the proper loading and compaction of debris recovery equipment. Photographs of debris shall be taken as directed by the CITY and/or FEMA to verify the source and type of debris for reimbursement purposes. GPS coordinates and other location data may also be required. Trucks that are observed collecting material outside of the CITY or Presidentially-declared disaster area within the CITY limits or collecting other ineligible debris will have all loads hauled that day deducted for billing and reimbursement purposes and all load tickets will be invalidated.
- If a Field Monitor finds that the Disaster Debris Collector's work is not performed as specified by the CITY and/or does not comply with FEMA, Federal or State requirements for debris collection activities, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor AND Project Manager. All stop work orders must be documented and reported immediately to the CITY's Contract Manager.
- Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat and any special circumstances regarding the following: Hazardous Stumps and leaning trees (leaners), as well as a random sampling of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material needed to fill the resulting hole. Field Monitors shall also document, in detail, removal of Hazardous Stumps, leaners and hangers.

#### 4.6. [Damage Complaint Tracking](#)

The CONTRACTOR shall track, manage, report and provide customer follow up through to resolution all damage complaints resulting from debris removal activities. These complaints should at minimum include property owner name, address and contact information along with photos, status of complaint and final resolution. Damage complaint report shall be provided via online cloud-based platform or other approved report provided at the Contract Manager's request.

#### 4.7. DMS and Drop-Off Sites

In the event that the CITY determines to activate its DMS sites, CONTRACTOR shall provide adequate Site Monitors for each DMS. The two (2) DMS locations identified by the CITY are Jefferson Park (1501 Jefferson St, Hollywood, FL 33020) and Driftwood Park (3000 N 69th Ave, Hollywood, FL 33024 ). The CITY reserves the right to add, remove, or change DMS locations at its sole discretion.

- CONTRACTOR shall be prepared to begin accepting debris at the DMS sites within twelve (12) hours of notification by CITY.
- DMS Monitor responsibilities shall include but not be limited to the following:
  - Ensure all loads of debris hauled to the DMS site by the Disaster Debris Collector and all loads of debris exiting the site are documented with properly completed load tickets. By completing the load ticket, the Site Monitor certifies that all information on the document is complete and accurate, including load volumes.
  - Photograph loads of debris, as directed by the CITY or FEMA, and record load information with the photograph.
  - Compile all load tickets and provide copies to the Disaster Debris Collector in a format acceptable to the CITY and the collector's designated personnel.
  - Obtain and verify the Disaster Debris Collector's fleet documentation. CONTRACTOR will obtain from the Disaster Debris Collector such documentation, including the make, model, license plate number, Collector equipment number, measured and validated maximum volume in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris and any other information necessary (including photographs) to comply with FEMA requirements. The measured volume shall be calculated from the actual physical measurement performed by the Disaster Debris Collector and the reported volume shall be the same as shown on signs affixed to each piece of equipment.
  - Certify all debris vehicles at the DMS beginning no later than twenty-four hours (24) hours after the storm passes. CONTRACTOR shall update the fleet documents as the Disaster Debris Collector adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. CONTRACTOR shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
  - Verify that all Disaster Debris Collector equipment has been completely emptied prior to leaving the DMS.

- Observe all vehicles entering and exiting the DMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.
- CONTRACTOR shall provide or arrange for field operations trailers and generators at all DMSs for use by its staff, including CITY staff designated to monitor recovery efforts.
- Should the CITY determine to open Residential Drop-Off Sites, CONTRACTOR shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to the following:
  - Ensure that only CITY of Hollywood residents are using the site, validating identification and address via driver's license, property tax statements, utility billing or other method acceptable to and approved by the CITY. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the CITY.
  - Record the address of the eligible site users and the type and quantity of debris brought to the site.
  - Record and provide a copy of the completed load tickets in a format acceptable to the Disaster Debris Collector so removal of debris is coordinated for removal from the Drop-Off Site.
  - Photograph debris, as directed by the CITY, to verify the source and type of debris.
  - Assist with communicating to residents the proper handling and disposal practices and with disseminating information via flyers, electronic media and social networking applications as approved by the Contract Manager.

8.

- CONTRACTOR shall be responsible for the following items at all DMS and Drop-Off Sites:
  - Verify that all sites have access control and security.
  - Monitor the type of debris entering the sites, classify debris by FEMA protocols (including separation for recyclable materials that may be diverted from the waste stream such as metals) and ensure each type of waste is placed in its proper location.
  - Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.

- Conduct periodic safety inspections to ensure the Disaster Debris Collector is complying with safety regulations such as utilizing spotters, maintaining appropriate vehicle spacing buffers, properly controlling traffic and wearing proper protective equipment (PPE).
- Be responsible for the end-of-day activities such as ensuring all operations have ceased for the day (as applicable) and all sites are closed and secured.
- Report safety or other hazards to the CITY's Contract Manager.

a.

#### 4.8. Other Related Services

Upon request by the CITY's Contract Manager, CONTRACTOR shall provide aerial photographs of debris sites. Photographs shall be of a high resolution and clear, containing reference boundaries for location identification. CONTRACTOR may have to take several photographs to produce one photograph of adequate quality that encompasses the entire debris site. If the photographs delivered are not of sufficient quality, as determined by the Contract Manager or Mayor or Chief Administrative Officer, the CITY will not be obligated to pay for the related expenses. If the CONTRACTOR and CITY agree, photographs may be retaken at the CONTRACTOR's expense. Photographs shall be delivered to the CITY in hardcopy and an electronic format acceptable to the CITY, within five (5) business days of request, weather permitting.

The CONTRACTOR shall provide a written report to the CITY, to include a formal presentation upon request of Contract Manager, detailing the latest federal and state guidelines in effect as related to FEMA Public Assistance Grants. Such requests shall be no more frequently than annually.

- CONTRACTOR shall provide other related services as requested by the CITY. Such services may include but are not limited to the following:
  - Perform damage assessments to determine areas impacted, quantities of debris and types of debris generated.
  - Assist the CITY in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
  - Provide annual training to CITY staff as directed by the Contract Manager.
  - Be prepared with appropriate staffing, supervisors and watercraft to oversee cleaning of debris from canals and waterways.
  - Additional services that the CONTRACTOR wishes to propose or that the CITY and the CONTRACTOR agree to add.

#### 4.9. CONTRACTOR Personnel

CONTRACTOR shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationships with the CITY or the CITY's Disaster Debris Collector.

CONTRACTOR shall have a professional staff with the knowledge, skills and training in order to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.

CONTRACTOR and Project Manager shall have experience in the FHWA, FEMA and other applicable Federal, State and local programs to assist the CITY in its disaster response and recovery efforts. Proper documentation by CONTRACTOR as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the CITY from the appropriate agency. If necessary, CONTRACTOR's personnel shall possess any licenses or certifications that are required by Federal, State or local law in order to perform such services.

At the CITY's Contract Manager's request, but no less than annually, CONTRACTOR shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. CONTRACTOR shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the CITY. The CITY retains the right to request personnel replacements.

CONTRACTOR's staffing plan shall include the positions listed below. CONTRACTOR may use other positions as necessary and as approved by the CITY. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form.

- A. Project Manager- Primary point of contact to the CITY; overall responsibility for all CONTRACTOR services and personnel.
- B. Field Supervisor- Responsible for a crew of Field Monitors.
- C. Field Monitor- Responsible for overseeing the Disaster Debris Collector's debris recovery activities and issuing load tickets.
- D. DMS Monitor- Responsible for recording the volume of debris brought to a DMS by the Disaster Debris Collector.
- E. Drop-Off Site Monitor- Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the Disaster Debris Collector.
- F. Debris Site Security- Unarmed and non-sworn security at DMSs and Drop-Off Sites when sites are not open.

- G. GIS Specialist- Responsible for coordinating GIS application with CITY GIS staff members.
- H. Data Entry- Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.

CONTRACTOR's DMS personnel must wear OSHA-required safety equipment whenever at a DMS and must adhere to all Disaster Debris Collector site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

#### 4.10. Other Agencies

CONTRACTOR selected to perform services under this contract may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms and conditions. This agreement in no way restricts or interferes with any municipality or governmental agency from re-solicitation.

It is understood that at no time will any CITY, municipality or other agency be obligated for placing an order for any other CITY, municipality or agency, nor will any CITY, municipality or other agency be obligated for any costs or bills incurred by any other CITY, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded CONTRACTOR.

#### 4.11. CONTENTS OF THE PROPOSAL

The CITY deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The CITY prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

##### **Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

##### **Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and

their office locations. The executive summary should also summarize the key elements of the proposal.

### **Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

### **Approach to Scope of Work**

Provide in concise narrative form, your understanding of the CITY's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of CITY notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- ADMS platform to be used and resulting report availability
  - Sample reports
  - Other technology options and capabilities
- Personnel provided for:
  - TDMS locations
  - Drop-Off Sites
  - Field Monitors
  - Supervisory and Administrative Support
  - CONTRACTOR's Project Manager assigned to the CITY

Equipment owned by CONTRACTOR to be used under this contract  
Any additional services that can be provided that would assist in recovery efforts along with associated costs or pricing

#### 4.12. References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed
- Total cost of the project, estimated and actual.
- Scope of the project including approach, resources and photographs as appropriate
- Percentage of expenses reimbursed through FEMA
- Complete the reference form provided with this RFP



## 5. PROPOSAL SUBMITTAL REQUIREMENTS

### 5.1. Instructions

- A. All proposals must be submitted electronically via OpenGov. No hard copies will be accepted.
- B. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- C. All responses will become the property of the City. The Proposer's response to the solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion **Confidential / Proprietary / Trade Secret** pursuant to Florida law, will be exempt from public disclosure. If a Proposer submits any documents or other information to the City which the Proposer claims is **Confidential / Proprietary / Trade Secret** information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is **Confidential / Proprietary / Trade Secret**, and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes **Confidential / Proprietary / Trade Secret** information. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

### 5.2. Proposal Content

Proposals should be organized using the following sections format:

- A. Table of Contents

- B. Executive Summary
- C. Qualification and Experience
- D. Approach to Scope of Work
- E. References – Vendor Reference Form
- F. Required Forms, if applicable

## 6. EVALUATION CRITERIA

A Selection Committee will review and evaluate submittals to determine if they meet all of the requirements in this solicitation to be deemed responsive and responsible.

The following evaluation criteria will be used to evaluate and score each submittal:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Qualifications and Experience / Ability of Professional Personnel / Financial</b> <ul style="list-style-type: none"> <li>• Availability of qualified personnel</li> <li>• The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel, specifically, operational and administrative personnel assigned to the CITY</li> <li>• Ability to perform additional services and provide technical support throughout the period of engagement</li> <li>• Ability to meet set standards</li> <li>• Previous contracting experience with the City and other governmental agencies</li> <li>• Evidence of insurance and/or bonding capacity</li> <li>• Demonstrated experience performing municipal general planning services</li> </ul>	Points Based	20 (20% of Total)
2.	<b>Resources and Availability, Quality of Services</b> <p>Conveyance of a willingness to work with City staff to maximize resources. The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. Current workload and future commitments Plan for managing multiple Florida-based debris management/grant support contracts Demonstrated financial capability</p>	Points Based	20 (20% of Total)

3.	<b>Operational Plan</b>  Approach to the Project and Methodology Response times and operational plans for monitoring debris recovery Organizational structure of firm, chain of command, SUBCONTRACTOR's plan and capacity Meeting the City's operational requirements Onsite emergency response and communications Procedures for documentation and verification functions Quality control and customer service plans	Points Based	30 <i>(30% of Total)</i>
4.	<b>Price</b>  Pricing Structure Fee Schedule work sheet	Points Based	10 <i>(10% of Total)</i>
5.	<b>Past Performance</b>  References Closed, active and pending FEMA disputes, audits or lawsuits Explanation of unrecovered FEMA reimbursements	Points Based	20 <i>(20% of Total)</i>

## 7. EVALUATION COMMITTEE

A Selection Committee will review and evaluate submittals to determine if they meet all of the requirements in this solicitation to be deemed responsive and responsible.

During the evaluation process, the Selection Committee may, at its discretion, request oral presentations to clarify information or answer questions on submittals.

**Bid Price Scoring Calculation** – Each firm's proposed fee proposal score will be calculated using a comparison to the lowest percent/sum approach. The following table shows the score calculation formula and points allocation process.

Calculation: 
$$\frac{\text{Lowest Bid Price}}{\text{Firm's Bid Price}} = \text{Total} \times 60 \text{ pts}$$

### Sample Scoring Calculation:

	Company A	Company B	Company C
<b>Total Bid Price</b>	<b>\$40,000</b>	<b>\$60,000</b>	<b>\$75,000</b>
Total Score Modifier	100%	66.67%	53.33%
Total Available Points	60	60	60
<b>Total Firm's Score</b>	<b>60.00</b>	<b>40.00</b>	<b>32.00</b>

**Oral Presentation** – If required, short-listed firms shall present an oral overview of their approach to perform work on this particular project and their ability to meet the City's required project needs. The short-listed firms will also answer any additional questions that the Committee may have. The oral presentation will be limited to 20 minutes after which a question and answer period not exceeding 15 minutes will commence. Short-listed firms will be scored on an ordinal basis (i.e., 1, 2, 3, etc.). A score of 1 will be given to the firm considered most qualified to provide the required services to the City, followed by a score of 2 being given to the next firm considered most qualified, and so on and so forth. The firm with the fewest total points will be ranked number 1.

Selection Committee meeting notices shall be posted on the City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

## 8. SUBMITTAL REQUIREMENTS QUESTIONNAIRE

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

### 8.1. Respondent Submittal\*

Please upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments. Please exclude uploading any CONFIDENTIAL / PROPRIETARY information here.

\*Response required

### 8.2. PRICING PROPOSAL (BID FORM) - Fee Schedule work sheet \*

Please download the PRICING PROPOSAL (BID FORM) - Fee Schedule work sheet below, complete, and upload.

- [PRICING PROPOSAL \(BID FORM\)...](#)

\*Response required

### 8.3. Please upload any CONFIDENTIAL / PROPRIETARY information here (as applicable).

### 8.4. Required Forms and Acknowledgements

#### 8.4.1. Vendor Reference Form\*

Minimum of three (3) references are required. Please download the City's Reference Form attached below and have each reference complete the form. The Vendor/Bidder will then re-upload all completed reference forms here.

- [Vendor Reference Form.pdf](#)

\*Response required

#### 8.4.2. Hold Harmless and Indemnity Clause \*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

☐ Please confirm

\*Response required

#### **8.4.3. *Non-Collusion Statement\****

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

\*Response required

#### **8.4.4. *Certifications Regarding Debarment, Suspension and Other Responsibility Matters\****

The applicant certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Please confirm

\*Response required

#### **8.4.5. *Drug-Free Workplace Program\****

A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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



**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.**

☐ Please confirm

\*Response required

#### ***8.4.6. Solicitation, Giving, and Acceptance of Gifts Policy\****

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. “No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.” The term “public officer” includes “any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

☐ Please confirm

\*Response required

**8.4.7. *Proof of Sunbiz Registration\****

Enter company FEIN to be verified in Sunbiz

\*Response required

**8.5. ACKNOWLEDGMENT AND SIGNATURE PAGE\***

**8.5.1. *If Corporation - Date Incorporated/Organized:\****

\*Response required

**8.5.2. *State Incorporated/Organized:\****

\*Response required

**8.5.3. *Remittance Address\****

\*Response required

**8.5.4. *Bidder/Proposer's Authorized Representative's Typed Full Name\****

\*Response required

**8.5.5. *IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.\****

☐ Please confirm

\*Response required

**8.5.6. *THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.\****

☐ Please confirm

\*Response required

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

**8.6.1. *This form statement is submitted to the City of Hollywood by:\****  
(Print individual's name and title) (Print name of entity submitting sworn statement)

\*Response required

**8.6.2. *Sworn Statement Continuation:\****  
Enter business address:

\*Response required

**8.6.3. *Sworn Statement Continuation:\****  
Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

\*Response required

**8.6.4. *Sworn Statement Continuation:\****  
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 an 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.

☐ Please confirm

\*Response required

**8.6.5. *Sworn Statement Continuation:\****  
I understand that "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.

☐ Please confirm

\*Response required

**8.6.6. Sworn Statement Continuation:\***

I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

☐ Please confirm

\*Response required

**8.6.7. Sworn Statement Continuation:\***

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, 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).

*Select all that apply*

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, 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, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

\*Response required

**8.6.8. Sworn Statement Confirmation\***

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 THAT

PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD

AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF

ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☐ Please confirm

\*Response required

### 8.7. Exceptions

8.7.1. *Does the Proposer have exceptions to the solicitation requirements, Scope of Work or Terms and Conditions?\**

☐ Yes

☐ No

\*Response required

8.7.2. *If you answered "Yes" to the above question and you have exceptions, please upload a separate attachment listing the applicable sections in the solicitation that you have exceptions to.*

Exceptions must:

- A. Clearly identify the affected article and section, and
- B. Clearly note what language is requested to be modified. Unclear requests will be automatically denied.

The City reserves the right to accept or reject any or all bids/proposals, exceptions, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

## 9. GENERAL TERMS AND CONDITIONS

### 9.1. INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Solicitation are encouraged to submit proposals. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid/proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the [City's Procurement Portal](#) along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid/proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### 9.2. PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their bids/proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.

- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

### **9.3. PREPARATION OF BIDS/PROPOSALS**

Bids/proposals will be prepared in accordance with the following:

- A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in the extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

### **9.4. DESCRIPTION OF SUPPLIES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

### **9.5. ADDENDA**

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any

addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

## **9.6. REJECTION OF BIDS/PROPOSALS**

The City may reject a bid/proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the bid/proposal, or if
- C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if
- D. The City is under a pre-lawsuit claim or current litigation with the proposer.

The City may reject all bids/proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid/proposal unless the bid/proposal has been qualified as provided in herein.

## **9.7. WITHDRAWAL OF BIDS/PROPOSALS**

- A. May not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.
- B. Bids/proposals may be withdrawn prior to the time set for the SOLICITATION opening via the Portal.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a bid/proposal after the SOLICITATION opening.

## **9.8. BIDS/PROPOSALS TO REMAIN OPEN**

All bids/proposals shall remain open for 180 calendar days after the day of the bid/proposal opening, but the City may, at its sole discretion, release any bid/proposal and return the bid/proposal Security prior to that date.

Extensions of time when bids/proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

## **9.9. LATE BIDS/PROPOSALS OR MODIFICATIONS**

Only bids/proposals received as of the opening date and time will be considered timely. Bids/proposals and modifications received after the time set for the opening will be returned unopened to the sender and rejected as late.

## **9.10. CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any



addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### 9.11. CLARIFICATION OR OBJECTION TO BID/PROPOSAL SPECIFICATIONS

If any person contemplating submitting a bid/proposal for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

#### 9.12. COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Bids/proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

#### 9.13. QUALIFICATIONS OF PROPOSERS

No Bid/proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid/proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid/proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

#### 9.14. CONSIDERATION OF BIDS/PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid/proposal of an "equal" will be considered, provided that the Vendor states in his bid/proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid/proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

#### 9.15. AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer's bid/proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

#### 9.16. BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid/proposal all information outlined herein may be cause for rejection of the bid/proposal.

The City reserves the right to accept or reject any and all bids/proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids/proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids/proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

#### 9.17. AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

#### 9.18. NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

#### 9.19. BID PROTESTS

The City shall provide notice of its intent to award or reject to all proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

## **9.20. PREPARATION OF BIDS/PROPOSALS**

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Bid/Proposal:

- A. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.
- B. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all SOLICITATION addenda.

## **9.21. EXAMINATION OF BID/PROPOSAL DOCUMENTS**

Before submitting a bid/proposal, each Proposer must: examine the bid/proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid/proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid/proposal Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this SOLICITATION, that without exception, the bid/proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid/proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## **9.22. PUBLIC RECORDS LAW**

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids/proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

### **9.23. INFORMATION**

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the [#INTRODUCTION](#) section. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via the Portal at least 10 calendar days prior to the bid/proposal due/opening date.**

## 9.24. BIDS/PROPOSALS

The bid/proposal must be signed by one duly authorized to do so and in cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.

Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

## 9.25. MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Bids/proposals must be modified or withdrawn electronically via the Portal. A request for withdrawal or a modification must be via the Portal by a person duly authorized to do so. Withdrawal of a bid/proposal will not prejudice the rights of a Proposer to submit a new bid/proposal prior to the bid/proposal date and time. Except where provided in the following paragraph no bid/proposal may be withdrawn or modified after expiration of the period for receiving bids/proposals.

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

## 9.26. REJECTION OF BIDS/PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

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

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.



## 9.27. OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid/proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

## 9.28. AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

## 9.29. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section

287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

### **9.30. FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **9.31. DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

### **9.32. COLLUSION**

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one bid/proposal for the same work will cause the rejection of such bin which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the bids/proposals of participants in such collusion will not be considered.

### **9.33. COPELAND "ANTI-KICKBACK"**

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **9.34. FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.



### 9.35. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### 9.36. DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids/proposals will be followed if none of the tied vendors have a drug-free workplace program.

### 9.37. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid/proposal being declared non-responsive; provided, however, that a responsible proposer whose bid/proposal would be responsive but for the failure to submit the signed form in its bid/proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### 9.38. CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid/proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- A. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

- B. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

#### 9.39. DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 9.40. ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

#### 9.41. CONFIDENTIAL INFORMATION

Information contained in the Vendor's bid/proposal that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid/proposal for the City's purposes, in accordance with State Law. Vendor bids/proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

#### 9.42. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors

which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

#### 9.43. LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

#### 9.44. SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

#### 9.45. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### 9.46. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### 9.47. PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### 9.48. ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### 9.49. DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids/proposals; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid/proposal process. Bids/proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids/proposals are analyzed, organization(s) submitting bid/proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid/proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid/proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid/proposal satisfies the criteria established by the

City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid/proposal or otherwise.

#### 9.50. TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

#### 9.51. RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

#### 9.52. PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this solicitation.

#### 9.53. DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base bid/proposal.

#### 9.54. ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

#### 9.55. RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid/proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

#### 9.56. INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

## 9.57. NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

## 9.58. AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid/proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.



The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 9.59. MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

#### 9.60. SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

#### 9.61. PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable



cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

#### 9.62. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

- A. Stop work on the date specified in the notice ("the Effective Termination Date");
- B. Take such action as may be necessary for the protection and preservation of the City's materials and property;
- C. Cancel orders;
- D. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
- E. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

- A. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
- B. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

### **9.63. EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- A. The Proposer has not delivered deliverables on a timely basis;
- B. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
- D. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
- E. The Proposer has failed to obtain the approval of the City where required by this Agreement;
- F. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
- G. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

- A. Treat such failure as a repudiation of this Agreement;
- B. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### 9.64. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### 9.65. BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

#### 9.66. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law.**

#### 9.67. VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

#### 9.68. E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The

Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### 9.69. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### 9.70. COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

#### 9.71. OSHA STANDARDS

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.