

Solicitation 865-11764

Disaster Debris Monitoring Services

Bid Designation: Public



City of Fort Lauderdale

Bid 865-11764

Disaster Debris Monitoring Services

Bid Number 865-11764
Bid Title Disaster Debris Monitoring Services

Bid Start Date Jun 17, 2016 8:10:04 AM EDT
Bid End Date Jul 8, 2016 2:00:00 PM EDT
Question & Answer End Date Jun 28, 2016 5:00:00 PM EDT

Bid Contact Laurie D Platkin
Procurement Specialist II
Finance - Procurement Division
954-828-5138
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Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Disaster Debris Monitoring Services for the City's Sustainability Division of the Department of Public Works, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). For further information, go to www.bidsync.com

City of Fort Lauderdale
Disaster Debris Monitoring Services
RFP # 865-11764

SECTION 1 – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Disaster Debris Monitoring Services for the City's Sustainability Division of the Department of Public Works, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). Selected firms are expected to be extremely knowledgeable of Federal Emergency Management Agency (FEMA), Federal Highway Commission (FWA), Florida Department of Transportation (FDOT), Natural Resource Conservation Service (NRCS), US Army Corps of Engineers (USACE) and any other governmental agency's regulations, guidelines and operational policies.

Selected Contractor(s) will support the City during a disaster recovery effort and will be responsible for the overall monitoring of debris collections performed by the City's Disaster Debris Collector in accordance with the Stafford Act and FEMA policies and guidelines. Contractor(s) shall coordinate with the City and the Disaster Debris Collector(s) to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Services include monitoring debris collections in the field, Temporary Debris Management Sites (TDMS) and residential debris drop off sites, as well as data reporting and other related services. Contractor shall monitor the City's Debris Collector's performance including suggestions and assistance with implementing recommendations to improve efficiency.

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or a site visit for this Request for Proposal.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.BidSync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for an Offeror's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II, Laurie Platkin, at (954) 828-5138 or email at lplatkin@fortlauderdale.gov. Such

contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.BidSync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART V – Requirements of the Proposal. 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 Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync 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 / answer feature provided by BidSync 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 official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. 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.

2.3 Changes and Alterations

Consultant 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.

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least 120 days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both City and Consultant. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement. Payment will be made within 45 days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be

reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Mistakes

The consultant shall examine this RFP carefully. The submission of a PROPOSAL shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.9 Acceptance of Proposals / Minor Irregularities

2.9.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.9.2 The City reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.10 Modification of Services

2.10.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.10.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.10.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other

vendors, or to cancel the contract upon giving the Successful Proposer 30 days written notice.

- 2.10.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.11 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.

2.12 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.13 Responsiveness

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.

2.14 Responsibility

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.

2.15 Minimum Qualifications

Proposers shall be in the business of Disaster Debris Monitoring Services and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one City similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.15.1** Proposer or principals shall have at least five years of Disaster Debris Monitoring experience. Project manager assigned to the work must have a minimum of five years' experience in Disaster Debris Monitoring and have served as project manager on similar projects on a minimum of three previous occasions.

- 2.15.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the

City and performance evaluation for services, in making the award in the best interest of the City.

- 2.15.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.15.4** Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.15.5** Proposer and those performing the work must be appropriately licensed and registered in the State of Florida.

2.16 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf .

2.17 Protest Procedure

2.17.1 Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five days after a notice of intent to award is posted on the city's web site at the following link:

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

2.17.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.18 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.19 Subcontractors

2.19.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any

subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.19.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.19.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.20 Proposal Security

2.20.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

2.20.2 Failure of the successful proposer to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within 30 days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2.21 Payment and Performance Bond

2.21.1 The Proposer shall within 15 working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City 30 days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.21.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than an "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

- 2.21.3** Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

2.22 Insurance Requirements

- 2.22.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.
- 2.22.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.
- 2.22.3** The Contractor’s insurance must be provided by an A.M. Best’s “A-” rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers’ Compensation and Employers’ Liability Insurance

Limits: Workers’ Compensation – Per Florida Statute 440
Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations

- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

2.22.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.22.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.23 Award of Contract

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.24 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.25 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City. This includes any properties used as Temporary Debris Management Sites (TDMS).

2.26 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation’s Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their

employees fully aware of these provisions, especially those applicable to safety. Contractor(s) will identify any possible health/safety risks during debris monitoring and collecting activities and immediately address any deficiencies. This includes appropriate use of Personal Protective Equipment (PPE); vehicle spacing and traffic concerns both in the field and at the Temporary Debris Management Sites (TDMS) and ensuring any equipment used is appropriate for the task and is operating correctly.

2.27 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, act 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:

2.27.1 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;

2.27.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.27.3 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

2.27.4 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 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.

2.28 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.29 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.30 Contract Period

The initial contract term shall commence upon date of award by the City or July 1, 2016, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for two, additional two 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.

2.31 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least 90 days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 will be considered cancelled on the scheduled expiration date.

2.32 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.33 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- a. Liaison with Contractor.
- b. Coordinate and approve all work under the contract.
- c. Resolve any disputes.
- d. Assure consistency and quality of Contractor's performance.
- e. Schedule and conduct Contractor performance evaluation and documents findings.

- f. Review and approve for payment all invoices for work performed or items delivered.

2.34 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements.
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.35 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.36 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Proposer's response to this RFP.

END OF SECTION

SECTION 3 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Definitions

ADMS means Automated Debris Management System

Aerial Photographs means 8 ½" x 11" color enlargements of multiple view (usually three) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the Contractor's name, date, time and name of location.

Beach Sand means Atlantic Ocean beach sand which contains fragments of sea shell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of wind and water abrasion.

Choke Point means an inspection site where all trucks must pass.

City means the City of Fort Lauderdale

Clean As You Go means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are the result of a disaster event.

Contract Manager means the City's representative duly authorized by the City Commission, City Manager or Public Works Director to provide direction to the Contractor regarding services provided pursuant to this RFP and contract.

Contractor means the successful proposer, whether a corporation, partnership, individual or any combination thereof and its successors, personal representatives, executors, administrators and assignees.

Debris Collector means the firm under contract with the City to provide disaster debris collection (hauling) services and its subcontractors.

Drop-Off Site means a site established for the residents of Fort Lauderdale to drop off debris.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions and microwaves.

Eligible Debris as determined by FEMA 325, Public Assistance Debris Management Guide means debris resulting from a Presidentially-declared disaster where removal, as determined by the City Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of

significant damage to improved public or private property, or (3) ensure the economic recovery of the affected community to the benefit of the community at large

Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

FDEP means the Federal Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FFWC means the Florida Fish and Wildlife Commission.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one of more of the following characteristics, as defined by the US Environmental Protection Agency: (1) Toxic; (2) Flammable; (3) Corrosive; and/or (4) Reactive, in accordance with the Environmental Protection Agency (EPA) Section for toxic, flammable or corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the US Environmental Protection Agency: (1) Toxic; (2) Flammable; (3) Corrosive; and/or (4) Reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Hazardous Stump means an uprooted tree or stump (i.e. 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Local Employee means any Contractor employee residing within Broward County.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the City Manager or his designee to the Contractor for the date and time for work to start.

NRCS means Natural Resources Conservation Service.

OSHA means the US Department of Labor's Occupational Safety and Health Administration.

Project Manager means the individual appointed annually by the Contractor to be the City's primary point of contact and who is responsible for all services and personnel that are provided by the Contractor pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

Temporary Debris Management Site (TDMS) means a location where debris is temporarily stored, reduced, segregated and/or processed prior to final disposal.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods means all appliances including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

3.2 Project Management and Process Oversight

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

3.2.1 Contractor shall appoint a Project Manager, fluent in English, 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 year to fully understand the scope and responsibilities of the recovery plan.

3.2.2 The Project Manager and other key personnel shall report to the City's Emergency Operations Center (EOC) within eight hours of notification by the City. Commencement of work shall begin no later than 24 hours of issuance of Notice to Proceed. The City may issue Notice to Proceed 24 to 48 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.

- 3.2.3** 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 TDMS, estimating debris quantities and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.
- 3.2.4** 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 schedules, address and resolve issues or concerns, and discuss progress of the debris recovery effort.
- 3.2.5** 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.
- 3.2.6** 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.
- 3.2.7** 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 Field Operations Center 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.
- 3.2.8** 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.
- 3.2.9** Contractor shall attend up to three meetings annually at no expense to the City for event planning.
- 3.2.10** Contractor shall prepare FEMA worksheets and review worksheets with City staff.
- 3.2.11** Contractor shall provide the following annual services for the annual payment as bid by Contractor and contained herein:
- a.** Contractor shall attend, participate and facilitate in an annual meetings and/or training with the City.
 - b.** 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 no less than annually to the City.

- c. Contractor shall annually review and visit with City staff the TDMS to be used during the coming year.
- d. Contractor shall provide phone consultations and reference information to City staff upon request.

3.3 Documentation and Reimbursement

3.3.1 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:

- a. Paperless, electronic (handheld device) load ticket generation and data collection
- b. Debris vehicle certification data capture
- c. Encrypted and secure field data transfer
- d. 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
- e. Minimal manual entry of load ticket data fields
- f. Automation of debris pick-up locations through the use of GPS technologies
- g. Evaluation of daily event staging using web-based reporting and GIS tools
- h. Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system
- i. Contractor shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.

- 3.4** 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).

- 3.5** 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 70 hours following a Presidentially-declared disaster, this may require documenting times that the Disaster

Debris Collector actively uses manpower and equipment in order 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.

- 3.6** 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.
- 3.7** 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 TDMS as well as a total for all TDMSs, and a final report following completion of debris recovery operations.
- 3.8** Contractor shall ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.
- 3.9** Contractor shall ensure compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
- 3.10** Contractor shall retain documentation including financial and program records to justify all charges and costs incurred in performing the work for at least three 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.
- 3.11** 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.
- 3.12. Field Collection Monitoring**
In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:
- 3.12.1** 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, either by hardcopy ticket or approved electronic format. Field Supervisors shall oversee and coordinate the work of the Field Monitors.

- 3.12.2** 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.
- 3.12.3** 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.
- 3.12.4** If a Field Monitor finds that the Disaster Debris Collector's work is not performed as specified by the City and/or complies 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.
- 3.12.5** 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.
- 3.12.6** Field Monitors shall enforce the Disaster Debris Collector's Clean-As-You-Go policy.
- 3.12.7** Contractor shall provide adequate Site Monitors for each TDMS. The five TDMS locations identified by the City for use are noted in Exhibit B. The City reserves the right to add, remove or change TDMS locations as needed at the sole discretion of the City.
- 3.12.8** Contractor shall be prepared to begin accepting debris at the TDMSs within 12 hours of commencement of clean-up operations.

3.12.9 TDMS Monitor responsibilities shall include but not be limited to the following:

- (a)** Ensure all loads of debris hauled to the TDMS 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.
- (b)** Photograph loads of debris, as directed by the City or FEMA, and record load information with the photograph.
- (c)** 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.
- (d)** 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.
- (e)** Certify all debris vehicles at the TDMS beginning no later than 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.
- (f)** Verify that all Disaster Debris Collector equipment has been completely emptied prior to leaving the TDMS.
- (g)** Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.

3.12.10 Consultant shall provide or arrange for field operations trailers and generators at all TDMSs for use by its staff, including City staff designated to monitor recovery efforts.

3.12.11 Consultant shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to the following:

- (a)** Ensure that only City of Fort Lauderdale 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.

- (b) Record the address of the eligible site users and the type and quantity of debris brought to the site.
- (c) 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.
- (d) Photograph debris, as directed by the City, to verify the source and type of debris.
- (e) 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.

3.12.12 Contractor shall be responsible for the following items at all TDMS and Drop-Off Sites:

- (a) Verify that all sites have access control and security.
- (b) 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.
- (c) Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.
- (d) 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).
- (e) 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.
- (f) **Report safety or other hazards to the City Contract Manager.**

3.13 Other Related Services

3.13.1 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 City Manager, 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 business days of request, weather permitting.

3.13.2 Contractor shall provide other related services as requested by the City. Such services may include but are not limited of the following:

- (a) Perform damage assessments to determine areas impacted, quantities of debris, and types of debris generated.
- (b) 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.
- (c) Provide training to City staff as directed by the Contract Manager.
- (d) Be prepared with appropriate staffing, supervisors and watercraft to oversee cleaning of debris from canals and waterways.

3.14 Contractor Personnel

13.14.1 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.

13.14.2 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.

13.14.3 Consultant 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.

- 13.14.4** 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.
- 13.14.5** 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, and provided herein as Exhibit A.
- (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)** TDMS Monitor - Responsible for recording the volume of debris brought to a TDMS 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)** TDMS/Drop-Off Site Security - Unarmed and non-sworn security at TDMSs 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 Clerk - Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.
- 13.14.6** Contractor's TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all Disaster Debris Collector site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

END OF SECTION

SECTION 4 – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync (www.BidSync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion is a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a 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 RFP constitutes a Trade Secret. 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF FORT LAUDERDALE 100 NE 3RD AVE., SUITE 1400, FORT LAUDERDALE, FL 33301, MDOYLE@FORTLAUDERDALE.GOV, 954-828-6111.

- 4.1.6** One original and two copies plus four electronic (soft) copies of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; 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 firm.

4.2 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 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. Clearly label any thumb drives provided. The proposals shall be organized and divided 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.

4.2.1 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.

4.2.2 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.

4.2.3 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.

4.2.4 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. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. 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:

- a. ADMS platform to be used and resulting report availability
 1. Sample reports
- b. Other technology options and capabilities
- c. Personnel provided for:
 1. TDMS locations
 2. Drop-Off Sites
 3. Field Monitors
 4. Supervisory and Administrative Support
 5. Contractor's Project Manager assigned to the City
- d. Equipment owned by Contractor to be used under this contract

4.2.5 References

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

- a. Client Name, address, contact person telephone and E-mail addresses.
- b. Description of work.
- c. Year the project was completed
- d. Total cost of the project, estimated and actual.
- e. Scope of the project including approach, resources and photographs as appropriate
- f. Percentage of expenses reimbursed through FEMA

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

a. Proposal Certification

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

d. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

e. Business License

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

f. Exhibit "A"

g. Attachment "A"

END OF SECTION

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

CONTINUED ON NEXT PAGE

5.2.2 Weighted Criteria

QUALIFICATIONS AND EXPERIENCE	15%
Firm background, history and overall experience	2%
Firm's expertise and experience in performing proposed work	5%
Firm's experience in filing and receiving Federal and State reimbursements	5%
Staff experience and resumes- specifically, operational and administrative personnel assigned to the City	3%
OPERATIONAL PLAN FOR THE CITY	25%
Response times and operational plans for monitoring debris recovery	5%
Procedures for documentation and verification functions	5%
Organizational structure of firm, chain of command, subcontractor's plan	5%
Onsite emergency response and communications	5%
Quality control and customer service plans	5%
RESOURCES AND AVAILABILITY	15%
Current workload and future commitments	5%
Plan for managing multiple Florida-based debris management contracts	5%
Demonstrated financial capability	5%
PAST PERFORMANCE	15%
Reference Checks	5%
Closed, active and pending FEMA disputes, audits or lawsuits	5%
Explanation of unrecovered FEMA reimbursements	5%
PRICE PROPOSAL	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

EXHIBIT "A"**5.4 Cost Proposal Page**

POSITION	Estimated Hours		Hourly Rate	Total
Project Office/Principal	360	X		\$ -
Project Manager	700	X		\$ -
Operations Manager	1900	X		\$ -
FEMA Reimbursement Manager	500	X		\$ -
Field Supervisor	8000	X		\$ -
Field Monitor	43000	X		\$ -
TDMS and Drop-Off Site Monitors	22000	X		\$ -
TDMS/Drop-Off Site Security	7560	X		\$ -
Data Manager	700	X		\$ -
Data Support Personnel	300	X		\$ -
GIS Specialist	200	X		\$ -
Operations Specialist	700	X		\$ -
Engineer/Scientist/Professional	400	X		\$ -
Environmental Consultant	700	X		\$ -
Environmental Field Technician	700	X		\$ -
Administrative Support	1200	X		\$ -
Data Entry Clerk (Paper Tickets as Back-Up if Needed)	200	X		\$ -

Aerial Photographs	Quantity		Unit Price	Total
Aerial Photo Package (5 Photos per Flight, different locations)	2	X		\$ -
Photograph Copies (Duplicate of Original Approved Photo)	6	X		\$ -
Additional Photographs (per photo, same flight, same location, different view)	5	X		\$ -
Additional location (one photo, same flight, different location)	5	X		\$ -

EXHIBIT "B"



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Southeast District Office
400 North Congress Avenue, Suite 200
West Palm Beach, FL 33401

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-
CANTERA
LT. GOVERNOR

JONATHAN P.
STEVERSON
SECRETARY

Sent via email to: mdoyle@fortlauderdale.gov

Date: 4/21/2016

Melissa Doyle
949 Nw 38th Street
Fort Lauderdale, FL 33309

RE: 2016 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear Melissa Doyle:

This is to notify you that on 4/21/2016, we approved your request for pre-authorization of a disaster debris management site (DDMS) located in Broward County for 2016. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location:

WACS ID: 95284
Snyder Park Transfer Station
3299 Sw 4 Avenue, Fort Lauderdale
Lat 26:4:57.6435 / Long 80:9:7.7898
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed Debris

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using this temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

1. Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
2. The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and stops accepting debris;
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4. A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
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operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

Failure to comply with the conditions of the field authorization, or failure to adequately close a site by the required closure date, may result in enforcement action by the Department.

The Department has also prepared a guidance document on the establishment, operation and closure of a DDMS for disaster debris. This guidance includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website http://www.dep.state.fl.us/mainpage/em/files/debris_guidance.pdf

If you have any questions or comments on this approval letter, please feel free to contact Damaris Lugo by E-mail at dlugo@broward.org or by phone at (954) 519-1423. In order to provide better service to you, the Department is using electronic documents as much as possible. Please provide your E-mail address when replying.

Sincerely,



4/21/2016

Jennifer Smith
Southeast District

Date

JKS / dl

Cc: dlugo@broward.org , samuel.cannon@em.myflorida.com , enrique.hernandez@em.myflorida.com , richard.knowles@em.myflorida.com , timothy.parsons@dos.myflorida.com , amede.dimonnay@dep.state.fl.us , dlugo@broward.org , chad.fetrow@dep.state.fl.us

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RICK SCOTT
GOVERNOR

CARLOS LOPEZ-
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LT. GOVERNOR

JONATHAN P.
STEVERSON
SECRETARY

Sent via email to: mdoyle@fortlauderdale.gov

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Fort Lauderdale, FL 33309

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The Department has evaluated your request for a DDMS at the following location:

WACS ID: 98075
Mills Pond Park Debris Staging Area
2201 Nw Ninth Avenue, Fort Lauderdale
Lat 26:9:33 / Long 80:9:39
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed Debris

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Sincerely,



4/21/2016

Jennifer Smith
Southeast District

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RICK SCOTT
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CARLOS LOPEZ-
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JONATHAN P.
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The Department has evaluated your request for a DDMS at the following location:

WACS ID: 98976

City Of Ft Lauderdale Lockhart Stadium (Debris Site)

5301 Nw 12th Avenue, Fort Lauderdale

Lat 26:11:32.66 / Long 80:9:41.02

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed Debris

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4/21/2016

Jennifer Smith
Southeast District

Date

JKS / dl

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CARLOS LOPEZ-
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JONATHAN P.
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WACS ID: 55104

Fort Lauderdale Sludge Compost Site

Us 441 & Compost Site Road, Ft. Lauderdale

Lat 26:4:16.32 / Long 80:12:14.88

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed Debris

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WACS ID: 98076
Holiday Park Debris Staging Area
Us 1 And Sunrise Blvd, Ft Lauderdale
Lat 26:8:13.2513 / Long 80:7:59.9284
Waste Planned for Management: Yard Trash

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using this temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

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Sincerely,



4/21/2016

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Southeast District

Date

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ATTACHMENT "A"
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor 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 Contractor 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.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer 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 department or agency.

PART II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, 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 Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a 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 RFP constitutes a Trade Secret. 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. 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 RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, 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. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

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- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** 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 Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor 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 Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor 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.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 02/15

and the requested adjustments must be fully documented. 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 City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 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 in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor 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 this chapter 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 contractor 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.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Payment Terms (**section 1.04 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

revised 04/10/15

Question and Answers for Bid #865-11764 - Disaster Debris Monitoring Services

Overall Bid Questions

Question 1

Since we are not a contractor but a civil engineering consultant, would you accept professional liability insurance in lieu of the bonds? Thanks! (Submitted: Jun 27, 2016 6:09:07 PM EDT)

Answer

- No (Answered: Jun 28, 2016 8:48:08 AM EDT)

Question 2

Question - Section 2.20 Proposal Security requires the Proposer to submit a bid bond or cashier's check in the amount of five percent of the total proposed amount. Based on the hours and roles in the provided fee schedule the total proposed amount is likely to be near or in excess of \$3 million. 2 CFR Â§ 200.319 Competition states "situations considered to be restrictive of competition include" requiring unnecessary experience and excessive bonding. A security in the amount of five percent of a total bid of \$3 million could be considered excessive for a "standby" or zero guaranteed value contract. We ask the City to reconsider the inclusion of a proposal security. (Submitted: Jun 28, 2016 11:43:29 AM EDT)

Answer

- We have considered your request, and the specifications will remain unchanged. (Answered: Jul 1, 2016 2:36:11 PM EDT)

Question 3

Question " Section 2.21 Payment and Performance Bond requires the Proposer to furnish a Payment and Performance Bond "in the amount of the proposed price" and within "15 working days after notification of award". Based on the hours and roles in the provided fee schedule the total proposed amount is likely to be near or in excess of \$3 million. We believe the requirement to furnish these bonds "within 15 days after notification of award" unfairly burdens Proposers, potentially limiting competition, by requiring them to encumber significant sums of money for a contract that has no guaranteed value. We ask the City to consider changing the timeframe for Payment and Performance bonds to "upon issuance of a Task Order" or "upon issuance of Notice to Proceed." (Submitted: Jun 28, 2016 11:43:55 AM EDT)

Answer

- We have considered your request, and the specifications will remain unchanged. (Answered: Jul 1, 2016 10:23:28 AM EDT)