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**AGREEMENT FOR  
DISASTER AND DEBRIS MANAGEMENT SERVICES**

**THIS AGREEMENT**, made this 6<sup>th</sup> day of September 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Crowder-Gulf Joint Venture, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 5435 Business Parkway, Theodore, AL 36582, Phone: 800-992-6207, Fax: 251-459-7433, Email: jramsay@crowdergulf.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal 625-10842 Disaster and Debris Management Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated February 6, 2012, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Sept. 6<sup>th</sup>, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

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Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

Notwithstanding anything contained in the RFP to the contrary, the term of this Agreement shall be one year, commencing on May 15, 2012, and ending on May 14, 2013. Renewals, if any, shall be as provided in the RFP. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, based on unit prices and when activated by the City Manager. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

**F. Insurance**

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 commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required 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.

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 excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or 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 Statutes.

**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 \$1,000,000

Limits: Property damage \$1,000,000

**Pollution/Accidental Spill Insurance**

Limit: \$1,000,000

Certificate holder should be addressed as follows:

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

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, 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.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. 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:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

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

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. 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 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.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]  
City Manager

Approved as to form:

[Signature]  
Senior Assistant City Attorney

ATTEST

By: [Signature]  
Print Name: WESLEY NAILE  
Title: MANAGER

CONTRACTOR

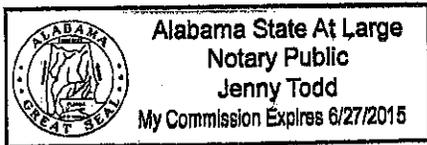
By: [Signature]  
Print Name: JOHN RAMSAY  
President

(CORPORATE SEAL)

STATE OF Alabama :  
COUNTY OF Mobile :

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2012, by John Ramsay as president for Crowder-Gulf Joint Venture, Inc. a Florida corporation.

(SEAL)



[Signature]  
Notary Public, State of Alabama  
(Signature of Notary Public)

Jenny Todd  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**Solicitation 625-10842**  
**Disaster and Debris Management Services**



**City of Fort Lauderdale**

## Bid 625-10842 Disaster and Debris Management Services

Bid Number **625-10842**  
Bid Title **Disaster and Debris Management Services**

Bid Start Date **Jan 4, 2012 11:48:47 AM EST**  
Bid End Date **Feb 8, 2012 2:00:00 PM EST**  
Question & Answer End Date **Feb 3, 2012 5:00:00 PM EST**

Bid Contact **Rick Andrews**  
**Procurement Specialist II**  
**Procurement**  
**954-828-4357**  
**Randrews@fortlauderdale.gov**

Pre-Bid Conference **Jan 18, 2012 10:00:00 AM EST**  
**Attendance is optional**  
**Location: City of Fort Lauderdale**  
**City Hall**  
**100 North Andrews Avenue**  
**3rd Floor Training Room**  
**Fort Lauderdale, FL 33301.**

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**Changes made on Jan 18, 2012 2:32:05 PM EST**

New Documents **10842 Pre-Bid Sign-in Sheet.pdf**

**Changes were made to the following items:**

[Disaster and Debris Management Services](#)

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**Changes made on Feb 3, 2012 11:02:12 AM EST**

Previous Q & A End Date **Feb 1, 2012 5:00:00 PM EST**      New Q & A End Date **Feb 3, 2012 5:00:00 PM EST**

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**Description**

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

Added on Jan 18, 2012:

1. Add Pre-Bid Meeting Sign-in Sheet to list of documents available for download.
2. All other terms, conditions and specifications remain unchanged.

**Changes made on Jan 18, 2012 2:32:05 PM EST**

**REQUEST FOR PROPOSAL (RFP) No. 625-10842  
DISASTER AND DEBRIS MANAGEMENT SERVICES**

**PART I – INTRODUCTION / INFORMATION**

**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Proposer, Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services for the City's Public Works Department Sanitation Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Rick Andrews at (954) 828-4357 or email at randrews@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications or questions of a material nature, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://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 VI – 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.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

**04. PRE-PROPOSAL CONFERENCE**

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Contractor's attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal conference.

It will be the sole responsibility of the Contractor to inspect the City's location(s) facilities prior to submitting a proposal in response to this RFP. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

**05. MINIMUM QUALIFICATIONS / ELIGIBILITY**

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation and are normally and routinely engaged in

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performing such services. The City does not anticipate that it will award a contract in response to this RFP to the same firm that is awarded a contract for the related RFP for Disaster Debris Monitoring Services.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

- A. Proposer is properly and legally licensed to perform Disaster and Debris Management Services.
- B. Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years (since 2001).
- C. Proposer provides Disaster Debris Management Services as the primary contractor in at least three (3) states.
- D. Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars (\$50,000,000) per event.
- E. Proposer currently has a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Proposer is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.
- F. Proposer has experience in simultaneously operating a minimum of three (3) Temporary Debris Management Sites (TDMS).
- G. Proposer has direct management and permitting experience in sand screening and beach re-nourishment projects, with at least one (1) project including screening a minimum of twenty thousand (20,000) cubic yards of sand.
- H. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response.
- I. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000) with their proposal response.
- J. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

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06. PRICING

All pricing should be identified in PART VII - PRICE PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for that service that will best serve the needs of the City.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) shall be valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

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**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP	1/4/12
Pre-Proposal Meeting Location: City of Fort Lauderdale City Hall 100 North Andrews Avenue 3rd Floor Training Room Fort Lauderdale, FL 33301 Time: 10:00 A.M.	1/18/12
Deadline for Questions/Request for Clarifications	2/1/12
<b>PROPOSAL DUE DATE / TIME (DEADLINE)</b>	<b>2/8/12 / 2:00 P.M.</b>
Preliminary Scoring / Shortlisting of Proposals	On or About Week of 2/22/12 (Time to be Determined)
Oral Presentations / Interview Shortlisted Proposers (If necessary)	On or About Week of 2/29/12 (Time to be Determined)
Final Scoring / Ranking / Selection Recommendation	On or About Week of 2/29/12 (Time to be Determined)
Anticipated Contract Award	On or About 4/3/12

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**PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 11/11 are included and made a part of this RFP.
02. **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.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
07. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City or May 15, 2012, whichever is later, and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3), additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.  
  
In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) 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.
08. **INVOICES**  
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 DMC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.
09. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**  
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. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.  
Contractor 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.

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The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor 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 Contractor thirty (30) days written notice.

**10. DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for written approval prior to proceeding with the work.

**11. 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.

**12. INSURANCE**

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.

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 Department.

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.

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**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 can only be made 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](http://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

**Pollution/Accidental Spill Insurance**

Limit: \$1,000,000

**Automobile Liability Insurance**

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

Limits: Combined single limit bodily injury/property damage \$1,000,000.

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

In the event that you are the successful bidder, 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

Ft. Lauderdale, FL 33301

**13. SUBCONTRACTORS**

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.

Contractor shall ensure that all 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'

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non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, 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.

**14. INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned 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.

**15. PROPOSAL SECURITY**

A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed price. 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 bidder 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.

Failure of the successful proposer to execute a contract, provide a payment and performance bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (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.

**16. PAYMENT AND PERFORMANCE BOND**

The Contractor shall within ten (10) calendar days after Notice to Proceed, 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 thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company of recognized standing to do business in the State of Florida and having a resident agent.

The Surety must have a Financial Size Categories (FSC) rating of no less than "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.

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.

**17. LIQUIDATED DAMAGES**

In the event of a breach of contract by the Contractor the following conditions shall apply as predetermined damages for monetary compensation:

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- A. The Contractor will pay to the City, the sum of \$1,000.00 (One Thousand Dollars) for each day and every day thereafter, continuing until satisfactory performance has been attained or until contract cancellation, when the City Manager determines that the Contractor has failed to provide all labor and equipment resources in accordance with the Contract. The City Manager or designee shall notify the Contractor's Project Manager to advise of the Contractor's contract breach and of commencement time of liquidated damages accrual. The City may deduct any liquidated damages due from the Contractor from any amounts otherwise due to the Contractor under the Contract.
- B. The Contractor shall, in addition to compensating the City \$1,000.00 per day as described in 17.A above, reimburse the City for all costs for labor and equipment to obtain and mobilize secondary contracted resources or City resources to perform the necessary work according to the contract.

The City may deduct any liquidated damages due from the Contractor from any amounts otherwise due to the Contractor under the Contract.

**18. PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests they have 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.

**19. 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.

**20. 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.

**21. 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.

**22. LOBBYING ACTIVITIES**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 &

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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/lobbyistord1009.pdf>

**23. 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](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 Services Division at 954-828-5933.

**24. 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 B) should be completed and submitted with Proposer's response to this RFP.

**25. CONTRACT AGREEMENT**

Sample Contract Agreement Form (Attachment A) is included and made a part of this Request for Proposals. Terms and Conditions of final agreement will be included as applicable to this RFP.

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**PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**

**1. INTRODUCTION**

The City of Fort Lauderdale (City) is the largest populated city of 31 municipalities in Broward County, Florida. Located on the southeast coast of the State, the City may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. The City takes great pride in facilitating tourism; operating an Executive Airport; maintaining seven miles of Atlantic Ocean beach; and hosting a world class marine industry with 165 miles of waterways, Port Everglades, and numerous cruise ships. **Therefore, the City is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.**

The City's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the City on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

**2. PURPOSE**

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

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and rights-of-way; beach sand screening and replacement; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

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

**3. DEFINITIONS**

**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 abrasion.

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

**City** means the City of Fort Lauderdale or the City Commission, for whom work is to be conducted pursuant to this RFP and resulting contract.

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

**Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

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

**Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

**Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

**Debris Monitor** means the firm retained by the City to monitor the DMC's activities pursuant to its contract with the City and to ensure compliance with FEMA requirements.

**Drop-Off Site** means a site established for 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 Section #325 Debris Management Guide means debris resulting from a Presidentially declared disaster whose 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

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damage to improved public or private property; or (3) ensure 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 Florida 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 Conservation 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 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 private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

**Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, 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.

**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 U.S. 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.

**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.

**NRCS** means Natural Resources Conservation Service.

**Notice to Proceed** means the written notice given by the City Manager to the DMC of the date and time for work to start.

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**Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

**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.

**4. GENERAL REQUIREMENTS**

- 4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.
- 4.2. DMC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to the City of Fort Lauderdale. The expectation is that in the event of a disaster, DMC shall provide **priority status** to the City.
- 4.3. DMC shall not accept, solicit, or contract any local work (within Broward County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for the City of Fort Lauderdale during an emergency event, without the express written consent from the City.
- 4.4. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the City's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 4.5. DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The

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City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

- 4.6. DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 4.7. DMC shall provide the following annual services for the annual payment as bid by DMC and contained herein:
  - DMC shall attend and participate in an annual meeting with the City, with is usually held in May.
  - DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the City.
  - DMC shall advertise (minimum of a business card size ad) for local subcontractors a minimum of three (3) times in a local newspaper approved by the City.
  - DMC shall annually review and visit, with City staff, the TDMSs to be used during the coming year.
  - DMC shall provide phone consultations and reference information to City staff upon request.
- 4.8. DMC shall provide a safe working environment for its employees and subcontractors.
- 4.9. DMC shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- 4.10. DMC shall be paid for any special tasks requested by the City and as agreed to by DMC and the City based on the hourly rate schedule contained herein.
- 4.11. As required by FEMA, the City must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the City reasonably objects. DMC shall supply the City, as part of the annual plan of operations, a list of local individuals and firms under contract. The expectation is for all debris management subcontractors to work for the DMC rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- 4.12. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the City and/or Broward County the first opportunity when awarding subcontracted work.

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**5. DEBRIS REMOVAL**

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

- 5.1. FEMA Compliance – DMC shall work closely with the City's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to obtain FEMA-approved documentation while performing work may result in nonpayment of services to the DMC by the City.
- 5.2. Emergency Road Clearance – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the City. Payment under this item will be on an hourly basis for manpower and equipment as listed on the Price Form in Exhibit A. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- 5.3. Debris Removal from Public Rights-of-Way – As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. DMC shall provide debris collection in a systematic manner according to the Work Zones depicted in Exhibit B. DMC shall haul all debris to designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.
- 5.4. Demolition of Structures, Debris Removal from Private and Publicly Owned Property – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the City, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the City. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the City's Contract Manager.
- 5.5. Stump Removal, Backfill and Haul – As identified and directed by the City, DMC shall remove Hazardous Stumps, haul each stump to a TDMS or other designated site and backfill each stump hole with compatible material as determined by the City and DMC. Each stump shall be inspected by City and DMC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated July 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground shall be picked up, transported to a TDMS or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit

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photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain City or FEMA review and approval.

- 5.6. Leaning Trees and Hanging Limbs – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.
- 5.7. Multiple Schedule Pass – DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.
- 5.8. Removal from Waterways and Drainage Systems – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- 5.9. Security of Debris during Hauling – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 5.10. Damage by DMC – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the City. In the event DMC fails to respond in a timely manner, the City may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.
- 5.11. Eligibility of Debris – The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets

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invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the City by that truck during that day.

- 5.12. Onsite Chipping – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.
- 5.13. Interference with Disaster Recovery Efforts – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 5.14. Accumulation of Debris – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Contract Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.
- 5.15. Monitoring of DMC Removal Activities – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the City or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

**6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR) SITES**

- 6.1. The five TDMS locations identified by the City for use in 2011-2012 are noted in Exhibit B. DMC and the City will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the City.
- 6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the City to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation. DMC may invoice the City, on the annual billing statement, for any pre-event permit expenses requested by the City.
- 6.3. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an "as needed" basis. In the event that no City TDMSs are opened, DMC shall transport debris directly to a disposal facility within Broward County.
- 6.4. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.
- 6.5. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide

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access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.

- 6.6. DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:
- Access to the site.
  - Site management, to include point of contact, organizational chart, etc.
  - Traffic control procedures.
  - Site security.
  - Site safety.
  - Site layout/segregation plan.
  - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
- 6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The towers shall be constructed in accordance with FEMA. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.
- 6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.
- 6.9. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with City approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. If incineration is used, the site shall have a fire tender on duty twenty-four (24) hours per day. However, based on past experience, incineration is not a preferred method of debris reduction for the City.
- 6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.
- 6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the City's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.

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- 6.12. DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.
- 6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the City and present such sites to the City for review. DMC shall obtain, on behalf of the City, and shall provide the City with a written contract for each disposal site. The City shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included on the Price Form in Exhibit A.
- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local requirements.

**7. RESIDENTIAL DROP-OFF SITES**

The City may elect to open a number of Drop-Off Sites to allow City residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

**8. ADDITIONAL SERVICES**

DMC may be requested to perform the services detailed below:

- 8.1. Marine Debris Removal – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the City in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. Removal of Vehicles and Vessels – DMC, as directed by the City, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager.
- 8.3. Dead Animal Carcasses – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. Sand Screening – As directed by the City, DMC shall screen sand to remove debris deposited by an event. Sand screening shall include the collection of debris-laden sand,

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hauling to the processing screen, processing the sand through the screen, and returning clean sand to the beach or designated site. Debris removed from the sand shall be collected, transported and processed at a TDMS. DMC shall obtain all permits and perform work in compliance with applicable Federal, State and local laws and regulations.

- 8.5. White Goods – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.6. E-Waste – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- 8.7. Emergency Potable Water – DMC shall provide the City with whole pallets of individually bottled drinking water. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- 8.8. Emergency Ice – DMC shall provide the City with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- 8.9. Other Services as Requested – DMC shall also provide other related services as requested by the City.

**9. DOCUMENTATION MANAGEMENT AND SUPPORT**

DMC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following:

- 9.1. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- 9.2. Each load ticket shall contain the following information:
  - Contractor name.
  - City contract number.
  - Load ticket number.
  - Date and time of pick up.
  - Date and time of delivery.
  - Pick up location (by street address or block).
  - Total cubic yards picked up.
  - Debris classification.
  - Truck ID number and capacity.
  - Delivery site.
  - City's designated representative signature.

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- Contractor's designated representative signature
  - GPS.
- 9.3. Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep one (1) copy of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.
- 9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the City of Fort Lauderdale seal, the wording "Emergency Debris Contractor" and the DMC's name.
- 9.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 9.6. DMC will work closely with the City and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the City in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of six (6) years.
- 9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 9.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

**10. STAFF AND EQUIPMENT REQUIREMENTS**

- 10.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.

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- 10.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- 10.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The City expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.
- 10.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the City.
- 10.5. DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by FEMA representatives.
- 10.6. DMC must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
- 10.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- 10.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the City and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured 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 to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Contract Manager shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.
- 10.9. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 10.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the City, sideboards or other extensions to the

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bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

- 10.11. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.
- 10.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 10.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.
- 10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.
- 10.15. DMC's personnel shall obtain emergency parking passes from the City's parking division to park in metered lots.

**11. REPORTING**

DMC shall submit periodic, written reports, in a format required by the City, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- 11.1. Daily Reports – DMC shall make daily reports to the City to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the City. The format of the reports shall be developed during the pre-event planning and coordination phase.
- 11.2. Weekly Summaries – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

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- 11.3. Damage Reports - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- 11.4. Data Reconciliation – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- 11.5. Final Project Closeout – Within thirty (30) days of final inspection and/or closeout of the project by the City, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. DMC shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City. Final project reconciliation must be approved by the City.
- 11.6. Report Maintenance – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than six (6) years.

**12. OTHER OPERATIONAL CONSIDERATIONS**

- 12.1. Inspection – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and City access to all work sites, TDMSs and disposal areas.
- 12.2. Working Hours – Unless otherwise approved by the City, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With City approval, debris reduction activities at the TDMSs may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with City approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.
- 12.3. Traffic Control – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

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**13. TECHNICAL ASSISTANCE**

DMC may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, the following:

- Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- Providing training sessions for key City personnel.
- Assisting with developing, producing or distributing public information.

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**PART V – PROPOSAL EVALUATION CRITERIA**

The award of the contract will be based on certain evaluation criteria listed below:

<b>1) Qualifications and Experience</b>	<b>15%</b>
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 (especially operational and administrative personnel assigned to the City)	3
<b>2) Operational Plan for City</b>	<b>25%</b>
Mobilization/operational plan; Clean As You Go Policy	5
Operation plan for TDMSs	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
<b>3) Resources and Availability</b>	<b>15%</b>
Current workload and future commitments	5
Plan for managing multiple Florida-based debris management contracts <i>(Note: Fewer points will be awarded if vendor has other contracts in Broward County or other nearby municipalities)</i>	5
Demonstrated financial capability	5
<b>4) Past Performance</b>	<b>15%</b>
Reference checks	5
Closed, active, and pending FEMA disputes, audits or lawsuits	5
Explanation of unrecovered FEMA reimbursements	5
<b>5) Price Proposal</b>	<b>30%</b>
<b>Total Available Evaluation Criteria Percentage</b>	<b>100%</b>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any

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evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer 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 to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**REQUEST FOR PROPOSAL (RFP) No. 625-10842  
DISASTER AND DEBRIS MANAGEMENT SERVICES****PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be no more than 50 pages printed on both sides (25 sheets of paper printed on both sides), and that the Contractor utilize recyclable materials as much as possible. Expensive or elaborate binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL PROPOSAL PLUS FIVE (5) COPIES OF THE PROPOSAL INCLUDING ATTACHMENTS PLUS A CD IN A PAPER SLEEVE.**

**THE ABOVE REQUIREMENT TOTALS FIVE (5) COPIES OF YOUR PROPOSAL PLUS AN ORIGINAL AND A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**



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**PART VIII – PROPOSAL SECTIONS**

Proposals should include the sections listed below, with tabs noting each section number. Additional information regarding what should be included in each section is further defined below.

- 1) Signature Page
- 2) Required Submittals; Documentation of Eligibility
- 3) Qualifications and Experience
- 4) Operational Plan for the City
- 5) Resources and Availability
- 6) Past Performance
- 7) Price Proposal
- 8) Attachments

All information contained in the proposal is to be relied upon by the City in awarding the contract, and such information is warranted by the Proposer to be true. The City may require additional information relating to the qualifications of the Proposer, and the Proposer agrees to furnish such information upon request.

**1. SIGNATURE PAGE**

Proposer must complete and sign the signature page provided herein. Omission of a signature on the page will result in rejection of the proposal.

**2. REQUIRED SUBMITTALS; DOCUMENTATION OF ELIGIBILITY**

Proposer shall include the following in this section:

- Original Bid Surety.
- Company's business license and any other information documenting the Proposer is legally licensed to perform Disaster Debris Management Services.
- Number of years that Proposer has been a full-service Disaster Debris Management Contractor.
- List of contracts in the United States in which the Proposer provides or has provided Disaster Debris Management Services as a primary contractor during the last ten (10) years. At a minimum, the list should note the value of the Disaster Debris Management Services performed, the population of the contracting entity, and the number of TDMSs operated simultaneously.
- Explanation of Proposer's direct management and permitting experience in sand screening and beach re-nourishment projects, including projects requiring screening of one thousand (20,000) cubic yards of sand or more.
- Notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000).
- Notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000).

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- Certifications held by key staff and staff's active involvement with disaster preparedness agencies.

**3. QUALIFICATIONS AND EXPERIENCE**

Proposer shall provide information on its historical background and experience on emergency recovery projects. At a minimum, the Proposer shall document or provide the following:

- Proposer's background, including the principals of the company, entity's participating in the disaster recovery team, and the company's history and experience working with the proposed joint venture or major subcontractor(s) on disaster recovery and debris removal.
- Proposer's knowledge of laws, regulations and policies affecting the removal, processing and disposal of disaster debris should be demonstrated.
- Proposer's expertise and experience in emergency road clearance, debris removal from public rights-of-way, and debris removal from waterways.
- Proposer's expertise and experience in establishing and operating TDMSs, where collected debris may be sorted, screened for sand, recycled, ground, mulched, burned or otherwise segregated for transport and disposal.
- Proposer's expertise and experience in assessing, removing and disposing of specialty debris, including Hazardous Wastes, dead animals, Hazardous Stumps, White Goods, and E-Waste.
- Proposer's expertise and experience in demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property other than rights-of-way.
- Proposer's expertise and experience in assisting governmental entities in providing community relations, including the company's ability to create audio/visual presentations and fact sheets.
- Detailed description of the Proposer's experience and success in filing and receiving Federal (FEMA, FHWA, etc.) and State reimbursements for disaster recovery work. This discussion should include the Proposer's experience in preparing and submitting Federal/State project work sheets.
- List of the name, title or position, and project duties of those persons who will have a management or senior position working with the City if awarded this contract and the Project Manager assigned for the first year. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed and of Federal, State and local laws and regulations governing this type of work, as well as the person's familiarity with representatives of FEMA or other Federal, State or local agencies. List any felony convictions and personal lawsuits and final outcome during the last ten (10) years.

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**4. OPERATIONAL PLAN FOR THE CITY**

Proposer should describe its proposed plan for providing the services identified in this RFP, highlighting proven strategies. Proposer should demonstrate its willingness to design the best response plan to meet the City's needs in the event of disaster and depending on the level of the disaster.

At a minimum, the Proposer shall provide or document the following:

- Proposer's thorough understanding of the elements affecting removal and processing of Vegetative Debris and Mixed Debris following a disaster event.
- Mobilization/operation plan that outlines the Proposer's mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in the proposal must be submitted with the proposal in Section 8, Attachments. This outline should include a breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish TDMSs, and to mobilize subcontractors. The mobilization/operation plan should include a breakdown of the manpower (position titles and number of support personnel) and equipment that will be assembled during each phase of the Proposer's response.
- Description of the Proposer's Clean As You Go Policy.
- Operation plan for TDMSs that describes the operations expected, including materials handling, reduction, storage, recycling, equipment maintenance, etc.
- Subcontractor plan that provides a clear description of the scope and percentage of work DMC may subcontract out and limiting use of subcontractors to only those approved by the City.
- Proposer's organizational structure and "chain of command" of the Proposer's response team. The Proposer's project management methods should be explained, including protocols for team work assignments, data management, project tracking, and any other appropriate management considerations. This discussion should demonstrate the Proposer's ability to supervise multiple clean-up crews, to manage multiple tasks simultaneously and expeditiously, and to resolve problems. It should also explain the Proposer's approach to ensuring the quality of the work being performed by its crews and subcontractors.
- Description of the onsite emergency response and communication center including the type of communication employed by the Proposer and the Proposer's ability to interface with the City's emergency response equipment.
- Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
- Description of the Proposer's customer service plan to respond to City complaints.

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- Detailed list of any other services the Proposer is able to provide and how these services will be accomplished.

**5. RESOURCES AND AVAILABILITY**

This section shall clearly define the availability of the Proposer's Project Manager, Operations Manager, other key personnel, subcontractors and equipment, as well as demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- Estimate of the Proposer's current workload and future commitments to other emergency response contracts both in man-hours per year and as a percentage of total workload for all key project personnel.
- List of pre-position contractors indicating available labor and equipment.
- List of all current and known future debris management contractual obligations within Florida for similar disaster recovery services, including population served and percentage of DMC resources committed to these accounts. The Proposer should explain its plan for managing multiple debris management contracts in the event of a regional or statewide emergency, and the company's ability to respond to the City with the full force of manpower and equipment committed in its proposal.
- Proposer's Balance Sheet and Statement of Profit and Loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.

**6. PAST PERFORMANCE**

Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

- Description, references and contact information for at least three (3) full-service Disaster Debris Management contracts in which the Proposer, or principals assigned to the project, successfully performed work as the primary contractor. Preferably, references should be United States government entities having populations of at least 150,000 residents where disaster debris management work exceeded one hundred million dollars (\$50,000,000) per event.
- List of all government agencies in Florida for which the Proposer provided Disaster Debris Management services within the last five (5) years. Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary contractor. Proposer should provide the following information for each agency: government agency name, address and phone number; project/event title; contact person and telephone number; contract term; performance period; fees charged for services provided in each year; and brief description of the work completed.
- List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with

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more than ten percent (10%) interest that are related to the services to be provided under this RFP.

- List and explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Management projects for which the Proposer served as the primary contractor during the last ten (10) years.

**7. PRICE PROPOSAL**

Proposer shall complete the Price Proposal Form provided herein as Exhibit A-1 through A-4, as well as include any additional information to provide a complete, all-inclusive price proposal for all services to be provided as outlined in the RFP. Pages 1 and 2 of Exhibit A-1 include unit prices for the specified services. Exhibit A-2 is for evaluation purposes. The prices entered on Exhibit A-2 should match the corresponding prices entered on Exhibit A-1. On Exhibits A-3 and A-4, the Proposer should include all applicable hourly rate charges for personnel and for heavy equipment and vehicles that are employed or owned by the company. All prices submitted on the Price Proposal Form are binding as unit prices.

**8. ATTACHMENTS**

Proposer should include any supplemental plans or operating procedures referenced in its mobilization/operation plan outlined in Section 4 of its proposal.

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**EXHIBIT A-1**

**PRICE PROPOSAL FORM**

**CITY OF FORT LAUDERDALE - RFP FOR DISASTER AND DEBRIS MANAGEMENT**

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the Item Number. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the City without markup by the Contractor. Prices must be provided for all categories below or Proposer's response may be deemed non-responsive.

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	<b>Vegetative Debris Removal</b> Vegetative Debris removal from public rights-of-way and hauling to TDSR Site or other designated location (Notes 1,2)	CY	\$
		Ton	\$
2	<b>Mixed Debris Removal</b> Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location (Notes 1,2)	CY	\$
		Ton	\$
3	<b>Debris Removal from Drop-Off Sites</b> Debris removal from Drop-Off Sites and hauling to TDSR Site or other designated location (Notes 1,2)	CY	\$
		Ton	\$
4	<b>Vegetative Debris Grinding</b> Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	\$
		Ton	\$
5	<b>Mixed Debris Processing</b> Separation of Mixed Debris into Construction and Demolition Debris, White Goods, Household Hazardous Waste, Vegetative Debris, E-Waste, etc. at TDSR Site or other designated location	CY	\$
		Ton	\$
6	<b>Haul-out of Reduced Vegetative Debris</b> Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site (Notes 3,4,5)	CY	\$
		Ton	\$
7	<b>Haul-out of Separated C&amp;D Debris</b> Hauling Construction & Demolition Debris from TDSR Site or other designated location to final disposal site (Notes 3,4,5)	CY	\$
		Ton	\$
8	<b>Haul-out of White Goods (including Freon Removal)</b> Removal of Freon from white goods; hauling of White Goods from TDSR Site to recycler (hauling of White Goods to TDSR or other designated location is included in the Mixed Debris removal price) (Note 5)	Unit	\$
9	<b>Haul-out of E-Waste</b> Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the City in writing (hauling of E-Waste to TDSR or other designated location is included in the Mixed Debris removal price) (Note 5)	CY	\$
10	<b>Hazardous Stump Removal</b> Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling (Note 6)		

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10A	Diameter of stump 25-36 inches (2 feet from ground)	CY	\$
10B	Diameter of stump 37-48 inches (2 feet from ground)	CY	\$
10C	Diameter of stump >48 inches (2 feet from ground)	CY	\$
10D	Backfill delivered and placed	CY	\$
11-12	<b>Removal of Partially Uprooted or Split Trees (Leaners)</b> Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
11	<b>Partially Uprooted Leaner</b> - Price includes excavating root ball and placing it in right-of-way and backfilling		
11A	Diameter of tree 24.99 inches or less (2 feet from ground)	Tree	\$
11B	Diameter of tree 25-36.99 inches (2 feet from ground)	Tree	\$
11C	Diameter of tree >36.99 inches (2 feet from ground)	Tree	\$
11D	Backfill delivered and placed	CY	\$
12	<b>Split Leaner</b> (no exposed root ball) - Price includes flush cutting the tree trunk		
12A	Diameter of tree 24.99 inches or less (2 feet from ground)	Tree	\$
12B	Diameter of tree 25-36.99 inches (2 feet from ground)	Tree	\$
12C	Diameter of tree >36.99 inches (2 feet from ground)	Tree	\$
13	<b>Removal of Dangerous Hanging Limbs (2" or more in diameter)</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of way and placing the debris in the right-of-way for removal		
13A	1-5 limbs	Tree	\$
13B	5-10 limbs	Tree	\$
13C	All limbs from tree	Tree	\$
14	<b>Management and Haul-out of Household Hazardous Waste</b> Proper management, storage and disposal of Household Hazardous Wastes	LB	\$
15	<b>Dead Animal Removal</b> Dead animal collection, transport and disposal	LB	\$
16	<b>Sand Screening</b> Debris-laden sand removed, collected, hauled to a designated site, screened, and returned to the beach or other designated location. Debris to be hauled to a TDSR Site or other designated location	CY	\$
17	<b>Provide Specified Annual Services (reference Part IV, 4.7)</b> Such services include preparing and presenting plan of operations at annual meeting, local advertising, site visits to TDSR Sites, phone consultations, and providing reference information	Annual Lump Sum	\$
18	<b>Provide Ice</b> To be delivered in trailer load quantities	LB	\$
19	<b>Provide Bottled Water</b> To be delivered in trailer load quantities of 16 ounce bottles on pallets	Case	\$
20	<b>Cost of Payment and Performance Bond (reference Part III, 16)</b>	Lump Sum	\$

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## Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add \$ .555 /mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add \$ .555 /mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the City at cost. Contractor will likewise reimburse City for any revenue received for salvaged or recycled materials.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 15, 2007, or any subsequent edition.

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**EXHIBIT A-2**

**PRICE PROPOSAL FORM**

**CITY OF FORT LAUDERDALE - RFP FOR DISASTER AND DEBRIS MANAGEMENT**

For evaluation purposes, the following line items from Exhibit A-1 will be used to compare the proposed prices from each qualified proposer. Proposer shall complete below form with the prices, as listed on Exhibit A-1, enter the Total Extended Price from below in Part VII – Price Proposal and submit signed copy with proposal.

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Vegetative Debris Removal	300,000	CY	\$	\$
2	Mixed Debris Removal	100,000	CY	\$	\$
4	Vegetative Debris Grinding	300,000	CY	\$	\$
5	Mixed Debris Processing	100,000	CY	\$	\$
6	Haul-out of Reduced Vegetative Debris	100,000	CY	\$	\$
7	Haul-out of Separated C&D Debris	100,000	CY	\$	\$
16	Sand Screening	20,000	CY	\$	\$
17	Provide Specified Annual Services	Annual Lump Sum			\$
20	Payment and Performance Bond	Lump Sum			\$

**TOTAL EXTENDED PRICE FOR ITEMS 1, 2, 3, 4, 5, 6, 7, 16, 17 and 20 .....\$**

Quantities shown when multiplied by unit prices and totaled are for price proposal evaluation purposes only and do not represent actual or anticipated volume of contract work)

(Total Extended Price - Written)

COMPANY NAME: \_\_\_\_\_  
(please print)

PROPOSERS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





## **EXHIBIT B**

### **Temporary Debris Management Sites and Work Zones**

Included in this Exhibit are the following items:

1. Map showing locations of five existing TDMSs and Work Zones
2. Aerial view of Compost Plant TDMS
3. Aerial view of Holiday Park TDMS
4. Aerial view of Lockhart Stadium TDMS
5. Aerial view of Mills Pond Park TDMS
6. Aerial view of Snyder Park TDMS



# CITY OF FORT LAUDERDALE

## TEMPORARY DEBRIS STAGING AREA



### COMPOST PLANT

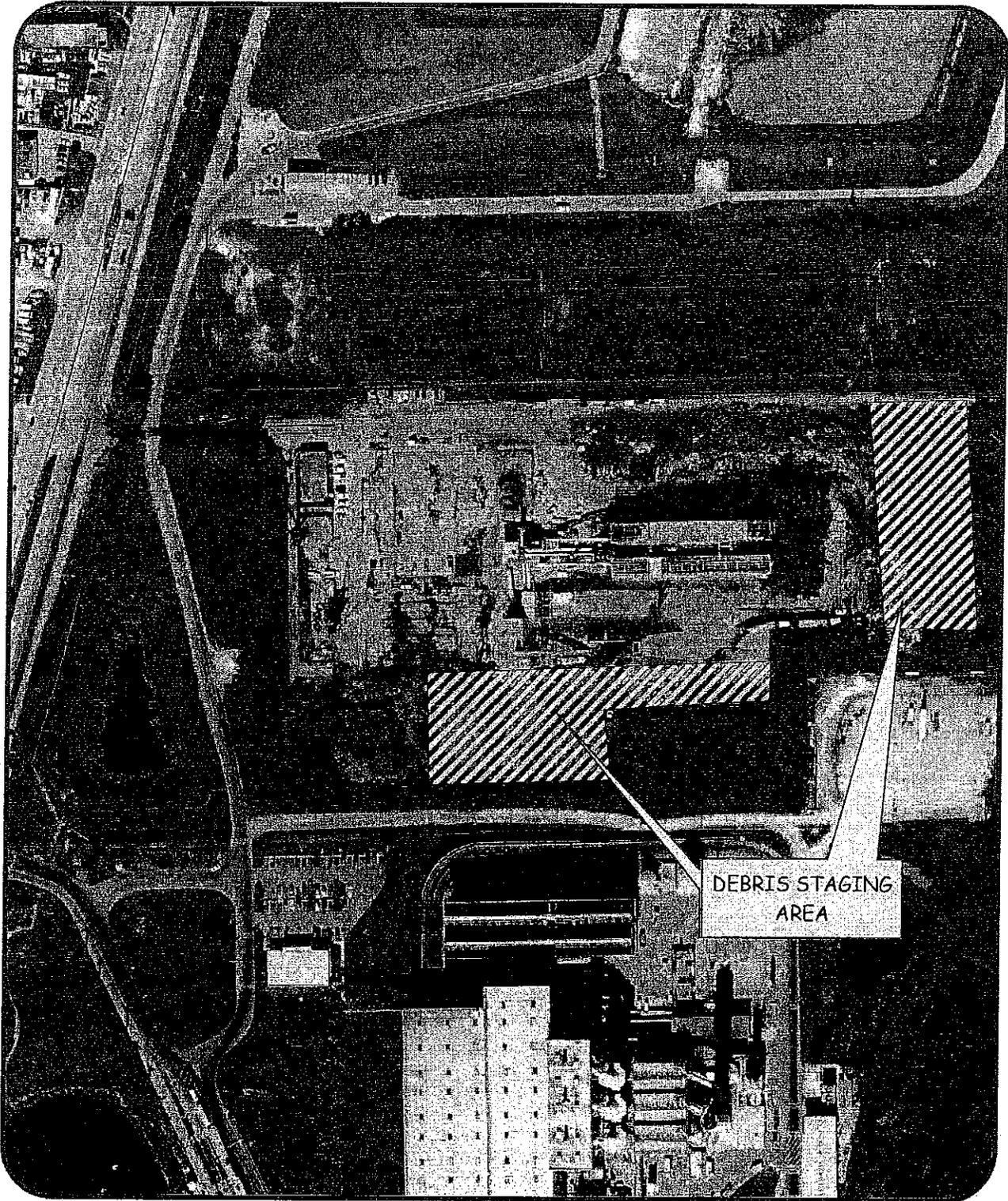


EXHIBIT B

# CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA



## HOLIDAY PARK

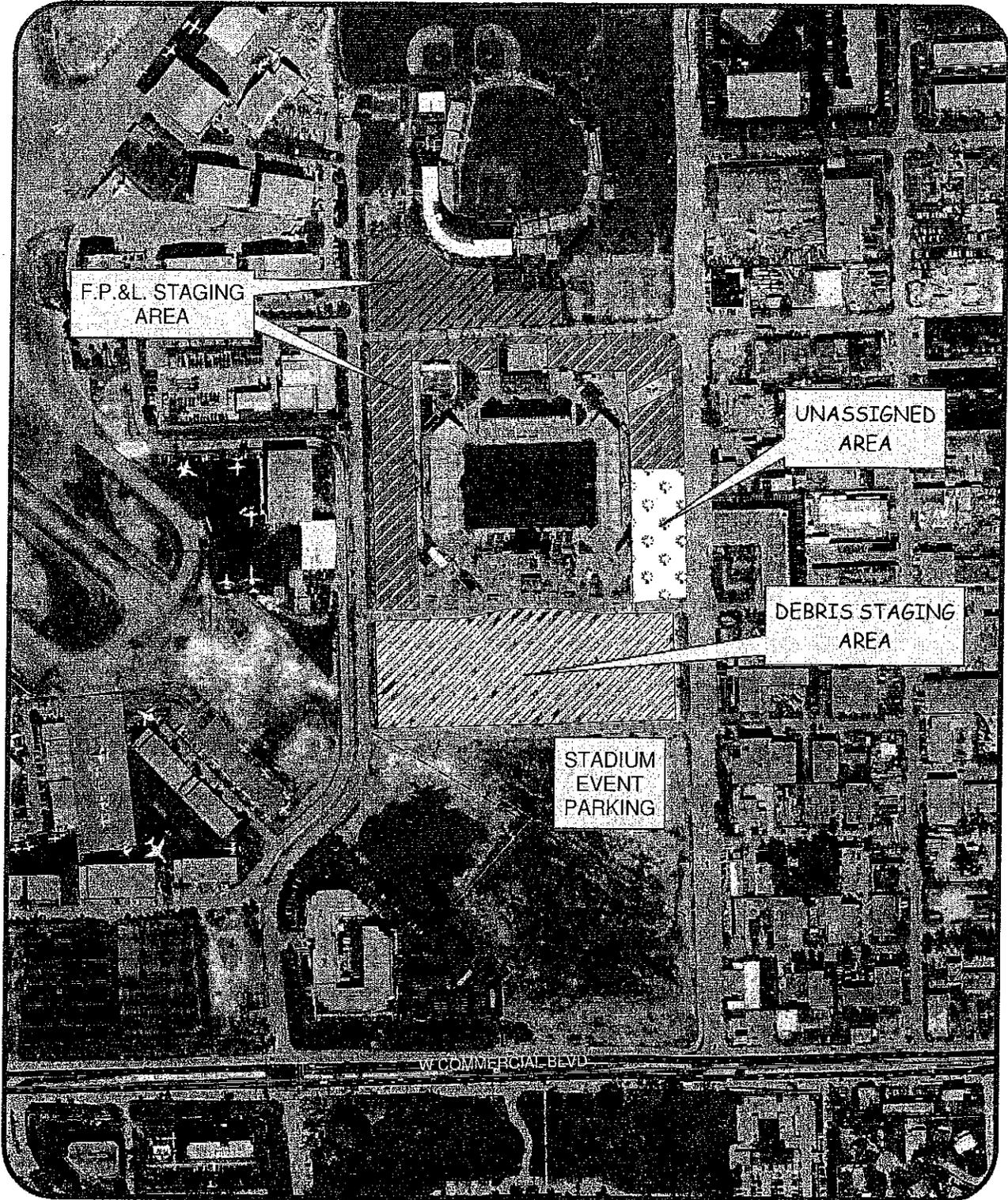


EXHIBIT B

# CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA



## LOCKHART STADIUM





# CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA AND CONTRACTOR CAMPGROUND



## MILLS POND PARK

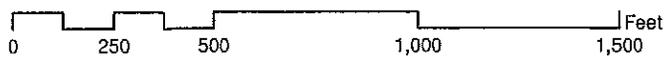
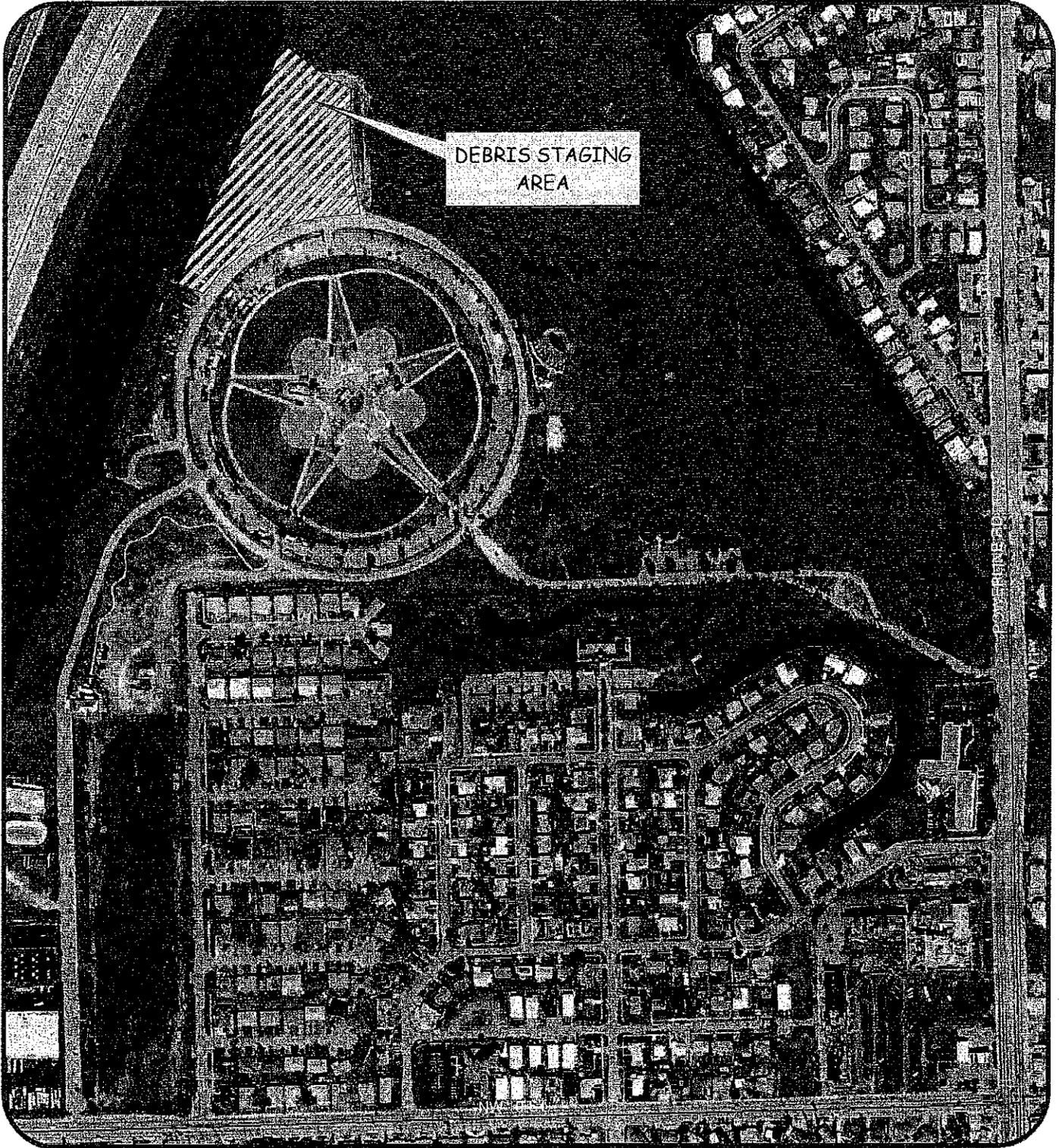


EXHIBIT B



# CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA AND CONTRACTOR CAMPGROUND



## SNYDER PARK

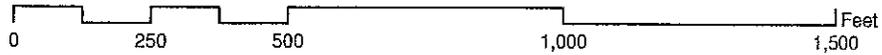


EXHIBIT B

**ATTACHMENT B**

**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: \_\_\_\_\_

**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.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
	_____
	_____

**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.**

**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 30 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 ninety (90) 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 descent 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 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.

### 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, Bidder's 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.

#### 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 cashiers 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](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.
- 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 Material Safety Data Sheet (MSDS).
- 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 attorneys 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's Internal Auditor, 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, 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 themselves 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.

**SAMPLE**

**ATTACHMENT A**

**AGREEMENT FOR  
(TITLE)**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are \_\_\_\_\_, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB") ( "Exhibit A").
- (2) Response to the RFP/ITB, dated \_\_\_\_\_ ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated \_\_\_\_\_, 2011, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of

the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than \_\_\_\_\_, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## VI. GENERAL CONDITIONS

### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

### C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

**F. Insurance**

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 commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required 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.

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 excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation -- Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

**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) – "IF REQUIRED IN BID SPECS"**

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

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

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, 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.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. 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:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

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

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. 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 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.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ as (title): \_\_\_\_\_ for \_\_\_\_\_ (Contractor name), a \_\_\_\_\_ corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

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

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, 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/> ).**

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): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

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

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: \_\_\_\_\_

1 of 2

PRE-PROPOSAL MEETING  
ATTENDANCE SIGN-IN FORM

DATE: January 18, 2012

TIME: 10:00 A.M.

RFP NO: 625- 10842 and 625-10843

OPENING DATE: February 8, 2012

RFP TITLE: Disaster and Debris Management Services and Disaster and Debris Monitoring Services

PROCUREMENT SERVICES DIVISION CONTACT: Rick Andrews

PUBLIC WORKS SANITATION DIVISION CONTACT: Greg Slagle

NAME	COMPANY	PHONE	EMAIL
DMC JOHN CAMPBELL	Crowder Gulf	OFFICE: (904) 92-6207 Cell 859-963-8672	RAMSAY@crowdersgulf.com JCampbell@crowdersgulf.com
DMC Donald Kunish	Ceres Environmental	800-218-4424 813-277-8114	Genl.Kunish@ceresenvironmental.com Donald.Kunish@ceresenvironmental.com
Greg Slagle	City Ft. Lauderdale	954-828-5341	gslagle@fortlauderdale.gov
Rick Andrews	City of Fort Lauderdale	954 828 4257	randrews@fortlauderdale.gov
DM Anne Cabrera	S&IC	954-559-4951	anne.e.cabrera@sai.com
DM STEVEN J DAVIS	CES CONSULTANTS, INC	305-827-2230	sdavis@cesconsult.com
DM Stanley Perkins	PERKINS, INC.	954-545-3535	sperkins@ashbrit.com
DM Alex Ortiz	CES CONSULTANTS, INC	305 827 2230	Ale_ortiz@cesconsult.com

*2 of 2*

**PRE-PROPOSAL MEETING  
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NAME	COMPANY	PHONE	EMAIL
DM Rick Nunn	True North Emergency Mgmt	570-476-6866	RNUNN@TrueNorthEM.com
DM Corey Thomas	Thompson Consulting Services	907-792-0018	CTHOMAS@THOMPSONCS.NET
DM Lynne Storz Lynne Storz	O'Brien's Response Mgt	954-627-5281	lynne.storz@obriensrm.com
DMC Eric Sims Harwood	Phillips & Jordan, Inc.	828-479-3371	AMHARWOOD@PANKS.J.COM
DMC Jim Kelley	DRC Emergency Services	407-754-8571	JKelley@DREUSA.COM
DMC Physe Nance	AshBritt, Inc.	954-545-3535	PHYSE@ASHBRITT.COM
DM SIMON GUTIERREZ	CSA CENTRAL INC	786-303-9530	sgutierrez@csagroup.com

DMC = Debris Management Contractor

DM = Debris Monitor

## Question and Answers for Bid #625-10842 - Disaster and Debris Management Services

### OVERALL BID QUESTIONS

#### Question 1

DO WE NEED TO SUBMIT THE BID ONLINE? (Submitted: Jan 31, 2012 10:35:11 AM EST)

#### Answer

- No, see RFP PART VI - REQUIREMENTS OF THE PROPOSAL (Answered: Jan 31, 2012 2:10:31 PM EST)

#### Question 2

WHAT IS THE BUDGET FOR THIS BID? (Submitted: Jan 31, 2012 10:35:41 AM EST)

#### Answer

- There is no budget. Costs for management services of disasters will be funded based on unit prices bid under this RFP multiplied by actual work per RFP requirements. (Answered: Jan 31, 2012 2:14:15 PM EST)

#### Question 3

Will a valid FL. Residential Contractor License satisfy the RFP requirements that the proposer be properly and legally licensed? Also, does the proposer need to provide a license for the City of Fort Lauderdale at the time of bid submission? (Submitted: Jan 31, 2012 11:29:25 AM EST)

#### Answer

- The proposer must determine what license is required to legally perform the work. There is no City of Fort Lauderdale Contractor's license. (Answered: Jan 31, 2012 2:10:31 PM EST)

#### Question 4

Should hazardous stump removal be priced per cubic yard? Or would per stump be the preferred pricing method? (Submitted: Jan 31, 2012 5:08:33 PM EST)

#### Answer

- Yes, an all-inclusive cubic yard price for removal, hauling and backfilling based on size of stump is required since the number and size of stump work needed is unknown therefore bidder must provide all-inclusive cubic yard bid price in advance based on size of stump. (Answered: Feb 1, 2012 12:21:08 PM EST)

#### Question 5

How many miles of road are in the city? (Submitted: Jan 31, 2012 5:08:52 PM EST)

#### Answer

- 498 (Answered: Feb 1, 2012 12:21:08 PM EST)

#### Question 6

In regards to the 50-page limit from Part VI of the RFP, which sections of Part VIII should be included in the page limitation? (Submitted: Jan 31, 2012 5:11:01 PM EST)

#### Answer

- All sections (Answered: Feb 1, 2012 12:21:08 PM EST)

#### Question 7

Because of page limitations, will a list of Certifications held by Key staff suffice for the request for certifications (under required submittals) or will copies need to be provided at the time of bid submission? (Submitted: Feb 3, 2012 11:31:20 AM EST)

#### Answer

- A list of certifications will suffice. Please spell out the full certification name. (Answered: Feb 3, 2012 1:49:27 PM EST)

#### Question 8

Under the "Required Submittals" section, Contractor is asked to provide a list of contracts activated in last 10 years across US with contractor as Prime then further under the (6) Past Performance Section it only asks for 5 yrs of Florida contracts. Because of page limitations, should we provide two separate Tables to meet each of these requests? (Submitted: Feb 3, 2012 11:33:51 AM EST)

#### Answer

- The list of contracts doesn't have to be of every activated contract in the U.S. in the last 10 years. The contracts listed should demonstrate the Proposer's minimum qualifications per RFP PART 1, paragraph .05 which would include disaster debris management services with Florida government agencies within the last 5 years. (Answered: Feb 3, 2012 1:49:27 PM EST)

#### Question 9

Under 6) Past Performance 3 references are requested. Should this be a separate table or can the past performance submittal also cover this? (Submitted: Feb 3, 2012 11:34:57 AM EST)

#### Answer

- The three references may be part of the list of contracts as long as the references information requirements in PAST PERFORMANCE are met. (Answered: Feb 3, 2012 1:49:27 PM EST)

#### Question 10

Please clarify if the reference request for work over one hundred million dollars (\$50,000,000) is a typo and should these references be for \$100 or \$50 Million. (Submitted: Feb 3, 2012 11:36:05 AM EST)

**Answer**

- Fifty Million (\$50,000,000) (Answered: Feb 3, 2012 1:49:27 PM EST)

**Question 11**

Under 5) Resources and Availability, City asked bidders to provide a list of Pre-position contractors. Should we provide names and contact information during the bid submittal or will this be info to be provided upon award? If it is required during the Bid Submittal, Can our subcontractor list be part of an appendices as to adhere to page limitations or will appendices be included in the page limit? (Submitted: Feb 3, 2012 11:37:42 AM EST)

**Answer**

- Provide a list of pre-position contractors with only the information requested. Appendices are included in the page count. Note that the City preference, as stated in RFP PART VI, for all responses to this RFP to be no more than 50 pages is not a mandatory requirement. (Answered: Feb 3, 2012 1:49:27 PM EST)

**Question 12**

With respects to pricing "Notes", is the rate of \$0.555/mile for distances greater than 20 miles \$0.555/mile per load for all miles over 20, or is it \$0.555 per cy/per mile? (Submitted: Feb 3, 2012 12:12:31 PM EST)

**Answer**

- \$.555 /mile per load (Answered: Feb 3, 2012 1:49:27 PM EST)



# City of Fort Lauderdale, FL

RFP No. 625-10842

Disaster and Debris Management Services

**Wednesday, February 8, 2012 @ 2:00pm**

*CrowderGulf is committed to protecting and preserving our environment.  
As part of this effort, portions of our proposal are double-sided on recycled paper.*



John Ramsay, President  
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251-459-7433 Fax  
[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)  
[www.crowdergulf.com](http://www.crowdergulf.com)

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*General Manager*

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[aramsay@crowdergulf.com](mailto:aramsay@crowdergulf.com)

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*Project Manager*

**Leigh Anne Ryals**

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[lryals@crowdergulf.com](mailto:lryals@crowdergulf.com)

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2110 Herschel Drive  
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904-388-5002

***Insurance***

Point Clear (Gray Insurance)  
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Fairhope, AL 36532  
251-990-9050

# CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

Office: (800) 992-6207  
Fax: (251) 459-7433

---

February 7, 2012

City of Fort Lauderdale City Hall  
100 North Andrews Avenue  
3<sup>rd</sup> Floor Training Room  
Fort Lauderdale, FL 33301

**Re: RFP No. 625-10842 Disaster and Debris Management Services**

CrowderGulf is submitting this package in response to your Request for Disaster Debris Removal Services for the City of Fort Lauderdale. In consideration of your review, we are presenting this proposal in accordance with the terms and conditions set forth in your request.

The City of Fort Lauderdale desires efficient and quality service at a reasonable cost, with full assurance that all documentation will be accurate and complete. CrowderGulf, in business for over forty years, with our experienced management team and local cadre of subcontractors will meet and exceed the requirements of the City, as we have proven in the past.

CrowderGulf commends the City for their proactive approach to ensure preparations are in place should a disaster occur. Since 2001, CrowderGulf has been privileged to serve as the prime debris contractor for Fort Lauderdale. During this time, CrowderGulf has participated in yearly training/planning sessions with the City and with their monitoring company representatives. This has allowed us to develop a strong foundation and a united team. Due to this positive relationship, and the successful history of working together, CrowderGulf is confident that if another disaster strikes, our team will be successful again.

John Campbell, a Florida resident since 1998, is CrowderGulf's Senior Project Manager assigned to meet the needs and requests of the City throughout the year. John will provide valuable knowledge and experience with an inherent commitment and dedication to Fort Lauderdale. Should a hurricane threaten, John will be in the City's Emergency Operations Center during the event and will be available to help with the immediate damage assessment and Emergency Push. John can be reached at (859) 963-8673 or by email [jcampbell@crowdergulf.com](mailto:jcampbell@crowdergulf.com).

We greatly appreciate the opportunity to submit this proposal and look forward to a favorable decision. We guarantee CrowderGulf's commitment to exceed the expectations of the City of Fort Lauderdale, if awarded the contract.

Best Regards,



John Ramsay  
President





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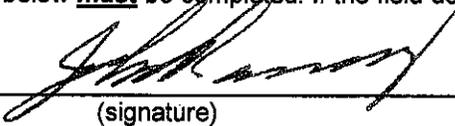
Requirements Matrix for City of Fort Lauderdale, FL		RFP Page	CG Compliance Page(s) #
2) REQUIRED SUBMITTALS; DOCUMENTATION OF ELIGIBILITY	Proposer shall include the following in this section:	Part VIII	Required Doc.
	• Original Bid Surety.	Part VIII	Required Doc.
	• Company's business license	Part VIII	Cover Letter
	• Number of years that Proposer has been a full-service Debris Contractor.	Part VIII	1
	• List of contracts in the U.S. as a primary contractor during the last 10 years.	Part I	1
	• Primary contractor in at least three (3) states.	Part I	
	• Experience performing work exceeding 50,000,000 per event.	Part I	
	• 3 contracts as the primary contractor; & 2 with a government entity with a population of at least 150,000 residents.	Part I & VIII	2
	• Proposer's direct management in sand screening and beach re-nourishment	Part I & VIII	Required Doc.
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• The Contractor shall furnish proof of insurance requirements.			
3) QUALIFICATIONS AND EXPERIENCE	• Proposer shall provide information on its historical background and experience on emergency recovery projects.	Part VIII	4
	• Proposer's knowledge of laws, regulations and policies	Part VIII	4
	• Proposer's expertise and experience in emergency road clearance, debris removal from public rights-of-way, and debris removal from waterways.	Part VIII	4-9
	• Proposer's expertise and experience in establishing and operating TDMSs...	Part VIII	4-9
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	• Proposer's experience in preparing and submitting Federal/State project work sheets.	Part VIII	9-10
	• List of the name and project duties of management and the Project Manager	Part VIII	9-13
	• List any felony convictions and personal lawsuits and final outcome during the last 10 yrs		
4) OPERATIONAL PLAN FOR THE CITY	Provide proposed plan for providing the services identified in this RFP	Part VIII	15-29
	• Mobilization plan that outlines mobilization/ procedures following a disaster event.	Part VIII	18
	• Description of the Proposer's "Clean As You Go Policy"	Part VIII	4, 17, 27
	• Operation plan for TDMSs	Part VIII	22-26
	• Subcontractor plan	Part VIII	28-29
	• Organizational structure and "chain of command" of the Proposer's response team. The Proposer's project management methods should be explained	Part VIII	9-14 & 15-29
	• Onsite emergency communication center including the type of communication.	Part VIII	13
	• Comprehensive description of the proposed quality control plan..	Part VIII	26-28
	• Description of the Proposer's customer service plan for complaints.	Part VIII	31
	• Other services the Proposer is able to provide.	Part VIII	16
	• Current workload and future commitments.	Part VIII	33
5) RESOURCES AND AVAILABILITY	• List of pre-position contractors indicating available labor and equipment.	Part VIII	32 & Appendix A
	• Florida contractual obligations	Part VIII	33
	• Balance Sheet & Statement of Profit and Loss for the preceding 2 years	Part VIII	Required Doc.
6) PAST PERFORMANCE	• References and contact information for at least three (3) full-service contracts	Part VIII	34
	• List of all government agencies in Florida for which the Proposer provided Disaster Debris Management services within the last five (5) years.	Part VIII	35
	• FEMA disputes, audits, or lawsuits, and the judgment or outcome of each...	Part VIII	37
	• All unrecovered FEMA reimbursements during the last ten (10) years.	Part VIII	37
7)	Proposer shall complete the Price Proposal Form	Part VII & VIII	Exhibit A
8)	Proposer should include any supplemental plans or operating procedures	Part VIII	Appendix A

**BID/PROPOSAL SIGNATURE PAGE**

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The below signed 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. 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.

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

Submitted by:  2.6.11  
(signature) (date)

Name (printed) John Ramsay Title: President

Company: (Legal Registration) CrowderGulf Joint Venture, Inc.

**CONTRACTOR, IF FOREIGN CORPORATION, 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/>).**

Address: 5435 Business Parkway

City Theodore State: AL Zip 36582

Telephone No. (800) 992-6207 FAX No. (251) 459-7433 Email: jramsay@crowderygulf.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE No WBE No

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

<u>Addendum No.</u>	<u>Sign-In Sheet(#1)</u>	<u>01.18.12</u>	<u>Date Issued</u>
	<u>Q &amp; A (#2)</u>	<u>02.03.12</u>	

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO X

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: N/A

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PROCUREMENT SERVICES DIVISION CONTACT: Rick Andrews

PUBLIC WORKS SANITATION DIVISION CONTACT: Greg Slagle

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David Keith	Carroll's Staff	954-627-6207	DK@carrollscorp.com
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Rick Andrews	City of Fort Lauderdale	954-847-5741	RAndrews@fortlauderdale.gov
Anne Cabrera	SAIC	954-599-4491	anne.cabrera@saic.com
Steven J. Davis	C.E.S. Environmental Services, Inc.	305-882-8330	sdavis@cescsouth.com
Samuel Perkins	Ponchartraine, Inc.	954-545-3535	ap@ponchartraine.com
Mike O'Hara	CS Consulting, Inc.	305-857-2800	mohara@csconsulting.com

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PROCUREMENT SERVICES DIVISION CONTACT: Rick Andrews

PUBLIC WORKS SANITATION DIVISION CONTACT: Greg Slagle

NAME	COMPANY	PHONE	EMAIL
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Clayton Storz	O'Brien's Response Mgt	954-627-5281	clayton.storz@obriensrm.com
Jim Kelly	DIC Emergency Services	407-254-8571	JKelly@DRESVIA.com
Rayse Nance	AshBartt, Inc.	954-545-3535	RNANCE@ASHBARTT.COM
Samuel Gomez	CSA CENTRAL, LLC	786-363-3530	sgomez@csa28.com

DIC = Debris Management Contractor  
DM = Debris Monitor

Question and Answers for Bid #625-10842 - Disaster and Debris Management Services

OVERALL BID QUESTIONS

- DO WE NEED TO SUBMIT THE BID ONLINE? (Submitted: Jan 31, 2012 8:53:11 AM CST)  
Answer: No, see RFP PART VI - REQUIREMENTS OF THE PROPOSAL. (Answered: Jan 31, 2012 8:53:41 AM CST)
- WHAT IS THE BUDGET FOR THIS BID? (Submitted: Jan 31, 2012 8:53:41 AM CST)  
Answer: There is no budget. Costs for management services of disaster will be billed based on work orders bid under this RFP multiplied by actual work per RFP requirements. (Answered: Jan 31, 2012 11:41:15 PM CST)
- Question 3: I am a Florida Contractor. I am unable to satisfy the RFP requirements that the proposal be properly and timely received. Also, from the proposal, I am unable to receive a license for the City of Fort Lauderdale at the time of bid submission? (Submitted: Feb 3, 2012 10:20:25 AM CST)  
Answer: The proposal must designate which license is required to legally perform the work. There is no City of Fort Lauderdale Contractor's license. (Answered: Jan 31, 2012 11:50:31 PM CST)
- Question 4: I am a Florida Contractor. I am unable to receive a license for the City of Fort Lauderdale at the time of bid submission? (Submitted: Feb 3, 2012 10:20:25 AM CST)  
Answer: Yes, an individual with and price for removal, hauling and recycling based on size of stump is required since the number and size of stumps to be removed is not known at this time. The price to be submitted should include cubic yard bid price in advance based on size of stump. (Answered: Feb 1, 2012 11:21:09 AM CST)
- Question 5: How many miles of road are in the city? (Submitted: Jan 31, 2012 4:08:52 PM CST)  
Answer: 498 (Answered: Feb 1, 2012 11:51:09 AM CST)
- Question 6: I am a Florida Contractor. I am unable to receive a license for the City of Fort Lauderdale at the time of bid submission? (Submitted: Feb 3, 2012 10:20:25 AM CST)  
Answer: All sections (Answered: Feb 1, 2012 11:51:09 AM CST)
- Question 7: Includes of page limitations, will a list of Certifications held by key staff suffice for the request for qualifications (RFQ) required (submitted) or will copies need to be provided at the time of bid submission? (Submitted: Feb 3, 2012 10:21:20 AM CST)  
Answer: A list of certifications will suffice. Please spell out the full certification name. (Answered: Feb 3, 2012 12:49:22 PM CST)
- Question 8: Under the "Qualified Submitter" section, Contractor is asked to provide a list of submitters selected in last 10 years across US with contractor as Prime then further under the (5) "Past Performance" section it only asks for 5 of Florida (Submitted: Feb 3, 2012 10:21:20 AM CST)  
Answer: The list of submitters doesn't have to be of every selected contract in the US. In the last 10 years, the contracts listed should demonstrate the proposer's minimum qualifications per RFP PART 1, paragraph 2.5 which would include disaster debris management services with Florida government agencies within the last 5 years. (Answered: Feb 3, 2012 12:49:22 PM CST)
- Question 9: Past Performance L3 references are requested. Should this be a separate table or can the past performance submitted also cover that? (Submitted: Feb 3, 2012 10:34:37 AM CST)  
Answer: The three references may be part of the list of contracts as long as the references information requirements in Under 5) Resources and Availability, City asked bidders to provide a list of five-position contractors. Should we provide names and contact information during the bid submission or will this be info to be provided upon award? If it is required to provide names and contact information during the bid submission, should we provide two separate tables to meet each of these requests? (Answered: Feb 3, 2012 10:34:37 AM CST)
- Question 10: If the reference request for work over one hundred million dollars (\$100,000,000) is a typo and should be these references be for \$100 or \$50 million. (Submitted: Feb 3, 2012 10:34:37 AM CST)  
Answer: \$100 million (\$50,000,000) (Answered: Feb 3, 2012 12:49:22 PM CST)
- Question 11: Resources and Availability, City asked bidders to provide a list of five-position contractors. Should we provide names and contact information during the bid submission or will this be info to be provided upon award? If it is required to provide names and contact information during the bid submission, should we provide two separate tables to meet each of these requests? (Answered: Feb 3, 2012 10:34:37 AM CST)
- Question 12: With respect to pricing "Notes", is the rate of \$0.555/mile for distances greater than 20 miles \$0.555/mile per hour for all miles over 20, or is it \$0.555 per cubic yard? (Submitted: Feb 3, 2012 11:12:31 AM CST)  
Answer: \$ .555 /mile per hour (Answered: Feb 3, 2012 12:49:22 PM CST)

**Non-Applicable**

**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**

None

None

**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.**

**ATTACHMENT B**

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:                     RFP No. 625-10842                    

Project Description:                     Disaster and Debris Management Services                    

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:                     CrowderGulf Joint Venture, Inc.                    

Authorized Company Person's Signature:                     Kelley A James                    

Authorized Company Person's Title:                     Kelley James, Subcontractor Accounts Manager                    

Date:                     2.6.12

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, CROWDERGULF JOINT VENTURE, INC.

5540 Business Parkway

Theodore, AL 36582 as Principal, hereinafter called the Principal,

and the ARCH INSURANCE COMPANY,

of 3 Parkway, Suite 1500, Philadelphia, PA. 19102, a corporation duly organized under

the laws of the State of Missouri, as Surety, hereinafter called the Surety, are held and firmly bound unto

**CITY OF FORT LAUDERDALE**

City Hall, Procurement Services Division, 100 North Andrews Ave., Ft. Lauderdale, FL 33301 as Obligee, hereinafter called the Obligee,

in the sum of Five percent of the largest amount for which award can be made under the accompanying bid.

Dollars (\$ 5% ) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP NO. 625-10842-DISASTER MANAGEMENT SERVICES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

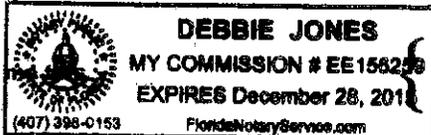
Signed and sealed this 8th day of February, 2012.

Melinda E. Kehule  
Witness

CROWDERGULF JOINT VENTURE, INC. (Seal)  
Principal

L.W. Ramsay  
L.W. Ramsay, Vice President Title

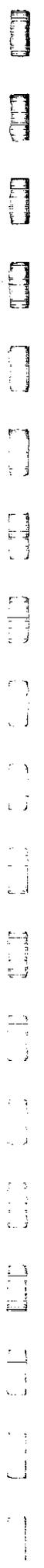
Debbie Jones  
Debbie Jones, Witness



Sworn to and subscribed before me this 8th day of February, 2012

Debbie Jones  
Notary Public State of Florida

ARCH INSURANCE COMPANY  
By James C. Congelio  
Attorney-in-Fact & Florida Resident Agent



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

**POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

James C. Congello and Tom S. Lobrano III of Jacksonville, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so-executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

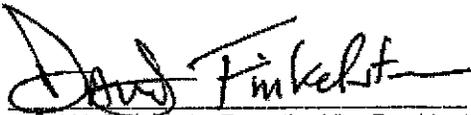
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6<sup>th</sup> day of January, 2012.

Attested and Certified

Arch Insurance Company

  
Martin J. Nilsen, Secretary

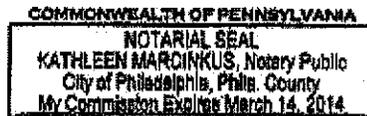


  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

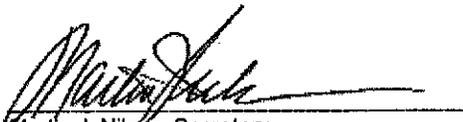


  
Kathleen Marcinkus, Notary Public  
My commission expires 03/14/2014

**CERTIFICATION**

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 6, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 8<sup>th</sup> day of February, 20 12.

  
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



SURETY ASSOCIATES, INC.  
2110 HERSCHEL STREET  
JACKSONVILLE, FLORIDA 32204

February 8, 2012

City of Fort Lauderdale  
City Hall, Procurement Services Division  
100 North Andrews Avenue  
Ft. Lauderdale, FL 33301

RE: RFP #625-10842-Disaster Management Services  
CROWDERGULF JOINT VENTURE, INC. - Contractor

To Whom It May Concern:

Please accept this letter as evidence of our willingness to provide the necessary 100% performance and payment bonds to CROWDERGULF JOINT VENTURE, INC. in the event that they are the successful bidder for the above referenced project.

It has been our pleasure to provide surety credit for CROWDERGULF JOINT VENTURE, INC. for many years which we have never been called upon for a bond which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

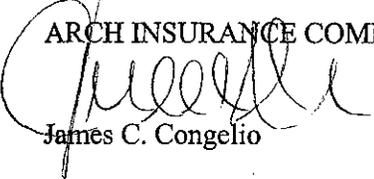
We have a line of credit established with Arch Insurance Company, covering bonds on aggregate projects of 75 million and single projects in excess of \$45 million. Arch Insurance Company has an A.M. Best Rated Company of A, XV and is listed in the Federal Treasury Listing with underwriting limitations of \$61,578,000.00 and licensed to write business in the State of Florida.

We regard this firm as one of the outstanding firms in the Construction Industry and, we feel the principals of CROWDERGULF JOINT VENTURE, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CROWDERGULF JOINT VENTURE, INC. to you.

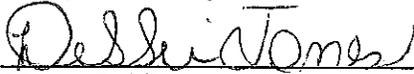
This letter is not an assumption of liability, nor should it be considered a bid bond or a performance bond.

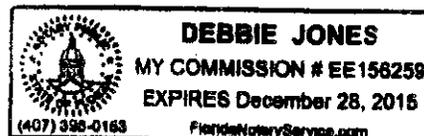
Sincerely,

ARCH INSURANCE COMPANY

  
James C. Congelio

Sworn to and subscribed before me this  
8<sup>th</sup> day of February, 2012

  
Notary Public State of Florida



Regions Bank  
Commercial Middle Market  
11 N Water St  
Mobile, Al. 36602  
251 690-1204



February 2, 2012

Gulf Equipment Corp and  
Crowder-Gulf Joint Venture, LLP  
5540 Business Pkwy  
Theodore, Al. 36582

Dear Mr. Dees:

Please consider the letter as verification that Gulf Equipment Corporation and Crowder-Gulf Joint Venture, LLP has an available line of credit in the amount of twenty-five million dollars (\$25,000,000) for The City of Fort Lauderdale's proposal response.

If you have any questions, please contact me at 251 690-1204. Thank you..

Sincerely,

Edward Midyett  
Vice President

State of Alabama County of Mobile

I HEREBY CERTIFY that on this the 2 day of February, 20 12, before me,  
the undersigned notary, personally appeared Edward Midyett.

  
NOTARY PUBLIC

My Commission Expires \_\_\_/\_\_\_/\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 16, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

COFFMAN, RANDY L  
GULF EQUIPMENT CORPORATION OF ALABAMA  
PO BOX 364  
MOUNT HOLLY NC 28120

STATE OF FLORIDA AC# 590978E  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CGC1506124 06/22/2012 110188341  
CERTIFIED GENERAL CONTRACTOR  
COFFMAN, RANDY L  
GULF EQUIPMENT CORPORATION OF AL

IS CERTIFIED under the provisions of ch.489 F.S.  
Expiration date: AUG 31, 2012 621120601918

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong. Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

DETACH HERE

AC#5909788

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEC# L11120601918

DATE	BATCH NUMBER	LICENSE NBR
12/06/2011	110188341	CGC1506124

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489, F.S.

Expiration date: AUG 31, 2012

COFFMAN, RANDY L  
GULF EQUIPMENT CORPORATION OF ALABAMA  
PO BOX 364  
MOUNT HOLLY NC 28120

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

**ACORD - CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER (251) 990-9050 DATE (MM/DD/YYYY) 02/06/2012  
Point Clear Insurance Services LLC THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER AL 36552- MAIC #  
Fairhope INSURERS AFFORDING COVERAGE  
CrowderGulf Joint Venture INSURER A. Rookhill Ins. Co.  
5435 Business Parkway INSURER B.  
INSURER C.  
INSURER D.  
INSURER E.

THEODORE AL 36552-  
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS POLICY MAY BE ISSUED OR MAY PERTAIN, THIS POLICY AND ITS COVERAGE SHALL BE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOULD HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	INSURANCE DATE (MM/DD/YYYY)	POLICY NUMBER	INSURANCE DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY				EACH OCCURRENCE \$ POLICY AGGREGATE \$
COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ POLICY AGGREGATE \$
CLAIMS MADE				
OCUR				
GEN. AGGREGATE LIMIT APPLIES PER POLICY				
POLICY				
INS.				
SEC.				
LOC.				
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ (Per person)
ANY AUTO				
ALL OWNED AUTOS				
SCHEDULED AUTOS				
HIRE AUTOS				
NON-OWNED AUTOS				
GARAGE LIABILITY				
ANY AUTO				
EXCESS/UMBRELLA LIABILITY				
OCUR				
CLAIMS MADE				
DEDUCTIBLE				
RETENTION \$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
SPECIAL EXCLUSIONS				
OTHER Pollution Coverage	06/22/2011	06/22/2012		EL. DISEASE - POLICY LIMIT \$ 1,000,000 Gen. Agg. Limits 1,000,000 Coat. Poll. Cont. Limit 1,000,000 Policy Aggregate 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ENDORSED REPRESENTATIVE

*[Signature]*

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
RM 619  
Ft. Lauderdale FL 33301-0251

ORD 25 (2/01/08) 0251 (04/08)

Page 1 of 2

CERTIFICATE OF INSURANCE

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

- A. Commercial General Liability
  - General Liability Policy Includes:
    - Blanket Waiver of Subrogation when required by written contract.
    - Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
    - Primary Insurance Wording included when required by written contract.
    - Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
    - Premises/Operations
    - Products/Completed Operations
    - Contractual Liability
    - Sudden and Accidental Pollution Liability
    - Occurrence Form
    - Personal Injury
    - "In Rem" Endorsement
    - Cross Liability
    - Severability of Interests Provision
    - "Action Over" Claims
    - Independent Contractors coverage for work sublet
    - Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
  - General Aggregate applies per project or equivalent.
- B. Automobile Liability Policy Includes:
  - Blanket Waiver of Subrogation when required by written contract.
  - Blanket Additional Insured when required by written contract.
- C. Workers Compensation Policy Includes:
  - Blanket Waiver of Subrogation when required by written contract.
  - U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
  - Coverage for Contractual Surety and Fidelity
  - Jones Act (including Transportation, Wages, Maintenance, and Cure),
  - Death on the High Seas Act & General Maritime Law.
  - Maritime Employers Liability Limit: \$1,000,000
  - Voluntary Compensation Endorsement
  - Other States Insurance
  - Alternate Employer/Borrowed Servant Endorsement
  - "In Rem" Endorsement
  - Gulf of Mexico Territorial Extension
- D. Excess Liability Policy Includes:
  - Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
  - Blanket Waiver of Subrogation when required by written contract.
  - Blanket Additional Insured when required by written contract.

GCF 00 50 01 01 12

ADDENDUM ATTACHMENT TO CERTIFICATE OF INSURANCE

No. 31 REVISED

INSURED: CrowderGulf Joint Venture

City of Fort Lauderdale is an additional insured on the General Liability policy, if required by written contract.

No. 31 REVISED

PRODUCER		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910				2/6/2012	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS OR BENEFITS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
COMPANIES AFFORDING COVERAGE					
COMPANY A		THE GRAY INSURANCE COMPANY			
COMPANY B					
COMPANY C					
COMPANY D					
<b>COVERAGES</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY OWNERS & CONTRACTORS PROT	XSL-073572	8/1/2011	8/1/2014	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Unlimited PERSONAL & AUTO INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (ANY ONE PER) \$5,000,000.00 MED EXP (ANY ONE PERSON) \$5,000,000.00 COMBINED SINGLE LIMIT \$1,000,000.00 BODILY INJURY (Per person) PROPERTY INJURY (Per occurrence) PROPERTY DAMAGE
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSL-074069	8/1/2011	8/1/2014	
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA	GNS-042865	8/1/2011	8/1/2012	AUTO ONLY - EA ACCIDENT \$4,000,000.00 OTHER THAN AUTO ONLY \$4,000,000.00 EACH ACCIDENT AGGREGATE
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-076983	8/1/2011	8/1/2014	AGGREGATE \$4,000,000.00 EACH ACCIDENT \$4,000,000.00 EL EACH ACCIDENT \$1,000,000.00 EL DISEASE - POLICY LIMIT \$1,000,000.00 EL DISEASE - EA EMPLOYEE \$1,000,000.00
OTHER					
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL TERMS</b>					
The certificate holder is an additional insured on all policies except Workers' Compensation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.					
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>			
City of Fort Lauderdale Insurance Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale, FL 33301 GCF 00 50 01 01 12		In the event of cancellation by The Gray Insurance Company and if required by written contract, the certificate holder shall be given 30 days written notice to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY			

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**2) Required Submittals: Documentation of Eligibility**

**Debris Management Services** *(Company Confidential & Proprietary Information)*

The chart below contains a partial listing of contracted work accomplished by CrowderGulf, as prime contractor, in the last 10 years. Included are only projects for clients with population of 150,000+ or work totaling \$1 million+, and some special projects. Additional detailed information, on each of the projects listed and all other work not listed, will be provided upon request

**2011 Hurricane Irene:**

- Total simultaneous contracts: **24**
- Total Debris Management Sites: **9**
- Total invoice amount: **\$13,511,029**
- Total CY removed: **1,214,452**

CONTRACT	POPULATION	PROJECT VALUE
Dare County, NC	33,920	\$3,131,174
Edgecombe County, NC (5 towns)	56,552	\$1,123,548
City of Rocky Mount, NC -	57,477	\$3,010,915
James City County, VA	67,000+	\$1,879,198

**2008 Hurricane Ike:**

- Total simultaneous contracts: **35**
- Total Debris Management Sites: **25**
- Total invoice amount: **\$168,000,000**
- Total CY removed: **10,000,000 CY**

CONTRACT	POPULATION	PROJECT VALUE
Town of Dauphin Island, AL	1,238	\$4,270,130
Texas General Land Office	Special Project	\$27,167,674
Galveston County, TX	291,309	\$84,145,785
City of Beaumont, TX	118,296	\$11,948,522
City of LaMarque, TX	13,682	\$1,875,469
Jefferson County, TX	252,237	\$1,275,233
City of Kemah, TX	1,773	\$1,562,035
City of Alvin, TX	24,500	\$2,485,571
City of League City, TX	45,444	\$4,108,866
City of Pearland, TX	91,975	\$4,638,531
Montgomery County, TX	455,746	\$16,323,086
City of Friendswood, TX	35,805	\$4,054,033

**2005 Hurricanes Dennis, Katrina, Rita, and Wilma:**

- Total simultaneous contracts: **56**
- Total Debris Management Sites: **36**
- Total invoice amount: **\$250,000,000**
- Total CY removed: **13,000,000 CY**

CONTRACT	POPULATION	PROJECT VALUE
Collier County, FL	321,520	\$2,508,500
Louisiana Dept. of Wildlife & Fisheries	Special project	\$5,143,200
Lee County, FL	590,594	\$8,386,000
City of North Miami, FL	56,185	\$3,830,000
City of West Palm Beach, FL	99,919	\$3,333,174
Village of Wellington, FL	55,584	\$5,818,000
City of Pompano Beach, FL	99,845	\$8,279,659
Calcasieu Parish, LA	192,768	\$78,799,000
Jefferson County, TX	252,237	\$13,122,218
United States Coast Guard	Special project	\$15,997,163
City of Biloxi, MS	44,054	\$17,395,715
City of Pascagoula, MS	23,452	\$22,535,788
City of Ft Lauderdale, FL	165,521	\$33,675,540
City of Gulf Shores, AL	5,044	\$7,147,306
City of Gulfport, MS	67,793	\$10,282,357
City of Pembroke Pines, FL	154,750	\$12,482,000
City of Wilton Manors, FL	11,632	\$2,096,597
Harrison County, MS	187,105	\$608,369
Escambia County, FL	297,619	\$6,413,449

**2004 Hurricanes Charley, Frances, Ivan and Jeanne:**

- Total simultaneous contracts: **36**
- Total Debris Management Sites: **61**
- Total invoice amount: **\$240,000,000**
- Total CY removed: **14,000,000 CY**

CONTRACT	POPULATION	PROJECT VALUE
City of Daphne, AL	21,000	\$2,196,324
AL Dept of Conservation & Natural Resources	Special Project	\$4,385,100
Escambia County, FL	297,619	\$66,433,000
Walton County, FL	40,601	\$2,000,000
Brevard County, FL	543,376	\$11,000,000
City of Ft Lauderdale, FL	165,521	\$2,524,320
Village of Wellington, FL	55,584	\$3,744,471
City of Edgewater, FL	18,668	\$1,878,162
City of Ft. Myers, FL	65,394	\$2,559,287
City of Sanibel Island, FL	6,066	\$6,103,458
City of Orlando, FL	238,300	\$15,000,000
Hardee County, FL	27,731	\$5,822,356
Polk County, FL	602,095	\$23,420,373
Orange County, FL	1,066,013	\$38,458,648
Volusia County, FL	494,593	\$18,200,000

**2003 Hurricane Isabel :**

- Total simultaneous contracts: **9**
- Total Debris Management Sites: **15**
- Total invoice amount: **\$66,670,870**
- Total CY removed: **4,121,660 CY**

CONTRACT	POPULATION	PROJECT VALUE
Dare County, NC	33,920	\$5,293,518
City of Rocky Mount, NC	57,477	\$1,605,159
Virginia Peninsulas Public Service Authority (VPPSA)(4 cities)		\$23,941,641
Southeastern Public Service Authority of Virginia (SPSA)(5 cities)		\$35,830,552

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**Sand Screening Projects**

The chart below contains a listing of contracted Sand Screening work accomplished by CrowderGulf.

Most recently, CrowderGulf provided management, equipment and personnel for onshore beach cleanup of Mobile and Baldwin County beaches for the Deep Horizon Oil Spill Clean Up. Recovery efforts included sand screening, beach renourishment and restoration. In Baldwin County, 21.18 miles of beach was cleaned, with 2,452,000 pounds of hydrocarbon removed, and 2 million cubic yards of sand sifted.

We have extensive knowledge of beach and shoreline reconstruction. After Hurricane Ike we cleaned waterways for Texas GLO, Bolivar Peninsula and Galveston County, TX. Other projects included power screening, 27 miles of Alabama coastline and cleaning 77 miles of Mississippi coastline, as well as several smaller jobs in the Florida panhandle, North Carolina and Virginia. We have used engineered drawings to construct a beach profile that included a protective berm, and, public access.

Our normal operating procedures for sand cleaning and screening will include the following:

- a. Sand washed from beach onto the road way, public property and private property, will be collected and stock piled, screened and placed back on the beach..
- b. If it's only necessary to screen existing sand on the beach to remove debris, CrowderGulf will use a Beach Master Mobile Screen or a stationary power screen to screen the top 12 inches of sand. The sand will pass over a 3/16 inch screen debris will be collected and the sand will be put back on the beach.
- c. The clean sand will be placed on the beach and will be groomed according to the City regulations to restore the beach back to its pristine condition.

SAND SCREENING & BEACH RENOURISHMENT PROJECT	PROJECT OWNER	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2010 Deep Water Horizon Oil Spill Clean-Up from Oil Spill	BP Oil Exploration & Production	\$90,000,000 +	2,000,000+	<ul style="list-style-type: none"> <li>▪ Jim Poore, Division Supervisor – Baldwin County, AL (251) 225-5520, <a href="mailto:James.Poore@bp.com">James.Poore@bp.com</a></li> </ul>
2010 Tropical Storm Ida Recovery FEMA-1866-DR-AL 2008 Hurricane Ike Recovery FEMA-1797-DR-AL	Town of Dauphin Island, AL	\$3,144,540	272,922	<ul style="list-style-type: none"> <li>▪ Jeff Collier, Mayor 251-861-5525 <a href="mailto:jcollier@townofdauphinisland.org">jcollier@townofdauphinisland.org</a></li> </ul>
2008 Hurricane Ike Recovery Contract # 09-135-000-3564 FEMA-1791-DR-TX	Texas GLO – General Land Office	\$5,801,463	1,118,717	<ul style="list-style-type: none"> <li>▪ Ben Au, Architect Director, Construction Services, (512) 463-6293 <a href="mailto:Benjamin.Au@glo.state.tx.us">Benjamin.Au@glo.state.tx.us</a></li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL Hurricane Rita Recovery Hurricane Katrina Recovery FEMA-1602-DR-FL	City of Ft Lauderdale, FL	\$900,901	16,432	<ul style="list-style-type: none"> <li>▪ Albert Carbon, Public Works Director 954-828-5341 <a href="mailto:ACarbon@fortlauderdale.gov">ACarbon@fortlauderdale.gov</a></li> <li>▪ Greg Slagle, Public Works Department <a href="mailto:GSlagle@fortlauderdale.gov">GSlagle@fortlauderdale.gov</a></li> </ul>
2005 Hurricane Katrina Recovery FEMA-1605-DR-AL	City of Orange Beach, AL	\$123,870	176,958	<ul style="list-style-type: none"> <li>▪ Phillip West 251-981-2610 <a href="mailto:pwest@cityoforangebeach.com">pwest@cityoforangebeach.com</a></li> </ul>
2005 Hurricane Dennis Recovery FEMA-1595-DR-FL	City of Destin, FL	\$53,539	6,154	<ul style="list-style-type: none"> <li>▪ Tim Pietenpol, Deputy Director 850-837-6869 <a href="mailto:tpietenpol@cityofdestin.com">tpietenpol@cityofdestin.com</a></li> </ul>

**Personnel Certifications**

Certifications held by key staff and staff's active involvement with disaster preparedness agencies CrowderGulf prides themselves on employing previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all necessary paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General.. Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff collectively holds over 80 FEMA course certifications and numerous OSHA Health and safety and hazardous materials classifications. CrowderGulf employees are required to attend conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

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In addition, CrowderGulf's Director recognized the importance of adopting the National Incident Management System (NIMS) core set of doctrine, concepts and principles when the Department of Homeland Security Presidential Directive (HSPD)-5 required State, local and tribal organizations to adopt and implement NIMS. In an effort to provide the best service to our clients, all CrowderGulf Management and field staff are required to have certifications in NIMS 100, 200, 700 and 800. We also have staff with Train the Trainer certification for NIMS 300 and 400 level courses. Today, CrowderGulf staff is certified in over 80 FEMA courses

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

*(This list is not all inclusive, certifications available upon request. Please see Key Personnel section for additional information).*

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### 3) Qualifications and Experience

#### **Capabilities Profile**

CrowderGulf is a nationally recognized disaster management firm with over forty (40) years experience in disaster debris recovery operations. During that time, CrowderGulf has served as a successful prime contractor after all major disasters in the southeast, southwest and east coast of the United States. As a result, the company has developed an outstanding management team, a vast cadre of regional and national subcontractors and an integrated systems approach to disaster recovery that is capable of addressing disaster debris removal, reduction and disposal projects of any proportion.

CrowderGulf is committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. We continually strive to work in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), the United States Coast Guard (USCG), the United States Corps of Engineers (USACE), Florida Fish and Wildlife Conservation Commission (FFWC), Florida Department of Transportation (FDOT), and other state and local agencies. This commitment to detail and excellence has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

Pre-planning and working together as a team with our clients are major goals for CrowderGulf's staff. We offer preparedness training and technical advice throughout the contract term, at no additional cost to the client. This allows us to develop excellent relationships, and helps all involved be better prepared when a disaster does occur.

CrowderGulf commends the City for their proactive approach to ensure preparations are in place should a disaster impact the City of Fort Lauderdale. Since 2001, CrowderGulf has been privileged to serve as the prime debris contractor for the City of Fort Lauderdale. During this time, CrowderGulf has participated in yearly training/planning sessions with the City and with their monitoring company representatives. Each year we advertise in the Sun Sentinel and the Miami Herald to solicit interested and qualified local contractors. Each time the City has activated CrowderGulf, we have employed numerous local subcontractors and management personnel to help us in the cleanup. We have developed a committed following of local subcontractors and other local personnel and have forged an excellent professional working relationship with City personnel and with many local companies and individuals.

Fort Lauderdale activated CrowderGulf after Hurricane Frances in 2004 and in 2005 after Hurricanes Katrina, Rita and Wilma. After these hurricanes, our work included debris removal from rights-of-way, City parks and schools, and cleaning the beautiful and pristine Fort Lauderdale Beach. In 2005, after the hurricanes devastated the beach area, CrowderGulf worked diligently with the City personnel to make sure this area was ready for the Fort Lauderdale International Boat Show that provides important revenue for the City. We also worked in 36 of the 91 City parks to restore them as quickly as possible for the citizens. In all of our work for the City, CrowderGulf maintained the 'Clean As You Go' policy which is a term coined by CrowderGulf over 14 years ago. We define this approach as doing the best job possible the first time so as to reduce the necessity to redo any work. It means that all the debris will be removed on every pass, regardless of the number of passes required by the City.

We have assisted the City in any way and at any time we have been requested. Most recently, we provided technical research and support during FEMA's audit of work performed after the 2005 hurricanes. CrowderGulf remains dedicated to serving the City with integrity and commitment through any disaster and providing the documentation required as well as ongoing technical support throughout the year.

CrowderGulf Management Personnel are qualified, experienced and knowledgeable with all FEMA regulations regarding disaster debris. All are committed to providing the City with accurate information and helping in decision making specific to FEMA requirements. We will conduct all debris operations outlined in this proposal to meet the program standards provided for in the State of Florida, Department of Community Affairs Debris Removal – Guidance for Local Governments and the FEMA 325 Debris Management Guide. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

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**Experience Highlights and History**

CrowderGulf had its beginnings in 1969 when two brothers, John and Woodie Ramsay, farmers in southwest Alabama and recent Auburn University graduates, were directly affected by Hurricane Camille. John and Woodie joined forces with locals in Mississippi and worked to clean up Biloxi and much of the Mississippi Gulf Coast. Their Company has evolved and grown over the last 40 years, working all major natural disasters throughout the Southeast. In 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

Today, CrowderGulf Joint Venture, officially created in 1994 and headquartered in Mobile County, AL, continues as a family-owned business, with John as President and Woodie as Vice President. CrowderGulf now has satellite offices in Florida, North Carolina, Texas and Virginia, and has done contracted disaster debris work in twelve states including AL, FL, KS, KY, MS, LA, GA, TX, NC, SC, VA and NY.

During the last four decades, CrowderGulf has managed over two-hundred (200) disaster recovery projects in fourteen states and has successfully removed, reduced and disposed of over one hundred million (100,000,000) cubic yards of debris. CrowderGulf's current and past performance, as highlighted in this section of the proposal, demonstrates our competence in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage. Our contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A.

The knowledge, experience, and commitment of the CrowderGulf's management team, and our large number of dedicated subcontractors, have been the key factors in every project being successfully completed. This includes the numerous local subcontractors and contract management personnel that have worked with CrowderGulf for many years and continue to be committed to us. Specifically, in Florida's Division of Emergency Management Region VII, which includes Broward, Monroe, Miami-Dade, and Palm Beach Counties, we have 112 subcontractors registered in our database with 50 of those within Broward County. These subcontractors have all required insurance, have agreed to our subcontractor policies and procedures and many of them have previously worked for CrowderGulf after disasters. At least 95% of these subcontractors are small-business and/or minority subs. A list of these subcontractors and equipment is provided in **Appendix A** of this proposal.

As our work history demonstrates, regardless of the number of contracts activated after a disaster, we are committed to providing each client with the same priority, quality performance and onsite management. We work as a team with the Client and their representatives to successfully complete the project in a timely manner. In spite of the diverse geographical locations of various disasters, with CrowderGulf's substantial manpower and equipment resources, we are able to honor all of our contractual commitments with dispatch and efficiency.

The amount of damage that occurs during a natural disaster varies as do the needs to restore the affected areas. Our plan establishes an early appraisal of disaster damage, moves trained, well-equipped crews into affected areas in the shortest time possible, and follows a disaster-specific plan to ensure that personnel and equipment are mobilized and utilized, in the most efficient and effective manner.

CrowderGulf will respond with manpower and equipment for emergency operations within 24 hours or sooner upon receipt of a Task Order or Notice to Proceed (NTP) issued by the City of Fort Lauderdale. We are committed to and capable of meeting and exceeding the City's requirements to be fully operational and hauling debris within 48 hours of initial NTP, and to have our DMS fully operational for reduction and disposal of debris within 72 hours of NTP. CrowderGulf will maintain full operational capacity, 12 hours/day, and 7 days/wk until completion of the project to the satisfaction of the City.

We are experienced in managing large debris removal operations, and setting up and operating debris reduction sites; utilizing both grinding/chipping and burning for debris reduction. Our vast experience includes emergency push operations in 30% - 50% of our activations. Priorities for CrowderGulf during reduction are environmental protection and recycling as much of the reduced debris as possible.

Any disaster event is devastating for a community economically and environmentally. CrowderGulf works with our client to identify and expedite debris removal and recovery giving the utmost concern for the protection and restoration of our Client's natural environment. CrowderGulf has a proven track record of simultaneously managing multiple contracts which has included numerous specialty debris projects. Our experience and expertise extends beyond the collection and disposal of vegetative and C&D debris and includes the proper handling and disposal of

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household hazardous wastes, white goods and other non standard waste materials. Our ability to successfully manage multiple contracts which involve the handling of all types of debris is demonstrated in a sampling of our past experience below:

- Hurricane Ike - 2008 – CrowderGulf managed 35 contracts and removed, reduced and disposed of approximately **10 million CY** of debris. The total cost for these contracts was approximately **\$168,000,000**. This operation included Right-of-Way (ROW) and Right-of-Entry (ROE) debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal and proper disposal of white goods, e-goods, tires, hazardous household materials and abandoned vehicles and vessels, marine debris and vessel removal, and beach cleaning and sand screening. All work was completed between **September 2008 – September 2009**.
- Hurricanes Katrina, Rita and Wilma - 2005 - CrowderGulf had 56 contracts activated across five states, and completed all of them successfully by removing, reducing and disposing of over **13 million CY** of debris. The total cost for these contracts was approximately **\$250,000,000**. This operation included ROW and ROE debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal and proper disposal of white goods, e-goods, tires, hazardous household materials and abandoned vehicles and vessels, sand screening and beach restoration. All work was completed between **July 2005 – August 2006**.
- Hurricanes Charley, Frances, Ivan and Jeanne – 2004 - We managed 36 contracts and removed over **14 million CY** of debris. The total cost for these contracts was approximately **\$240,000,000**. This operation included ROW and ROE debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal and proper disposal of white goods, e-goods, tires, hazardous household materials, and sand screening and beach restoration. All work was completed between **August 2004 – June 2005**.

➤ ***Highlights from Major Disaster Projects in 2010 – 2011***

*Hurricane Irene*

In 2011, after Hurricane Irene, CrowderGulf was activated for debris removal, reduction and disposal contracts by 21 municipalities in North Carolina and four (4) municipalities in Virginia. We also had a contract with the North Carolina Department of Transportation (NCDOT) to remove debris from DOT roads in thirteen counties. Hurricane Irene was a Category One (1) storm and our clients had significant to minimal debris generated from the high winds and/or flooding. Work in these two states primarily involved ROW debris removal, reduction by grinding and burning, and debris disposal of both C&D and vegetative debris. These contracts ranged from work that required no more than two (2) trucks and one day of work, to 60 trucks and over three months work. Some towns had less than 5,000 CY of debris removed while others had over 100,000 CY. Regardless of the amount of debris, size or location of our client, CrowderGulf provided immediate and effective debris removal to all clients. During this work, we concurrently developed and managed, and upon job completion, restored nine DMSs across the two states.

*BP Deepwater Horizon Oil Spill*

On April 20, 2010, the BP Deepwater Horizon Oil Spill occurred, eventually leaking an estimated 4.9 million barrels of oil into the Gulf of Mexico. From the beginning, CrowderGulf played a role in the cleanup, first responding to the needs of our pre-event clients. CrowderGulf became one of six contractors hired for BP for onshore cleanup.

Throughout this project, the CrowderGulf management team and crews worked hand in hand with local/ state/ federal agencies and municipalities as well as with BP management, and BP Safety and Quality Assurance/Quality Control personnel, to safely and efficiently complete the project while complying with all laws, rules and regulations designed to protect our environment and wildlife habitats. In every aspect of the project, CrowderGulf remained sensitive to public concerns and requests.

After September, 2010, CrowderGulf was primarily involved in on-shore cleanup using hand crews and power screening. This operation included simultaneously managing five field offices in two counties. At the height of the response, work at these five sites involved the employment of over twelve-hundred (1,200) people and approximately seven hundred (700) pieces of equipment to clean Alabama beaches.

In approximately five months, CrowderGulf screened the entire Alabama Coast from the toe of the dunes to ten (10) feet above the rack line. This required the coordination of over one hundred and sixty (160) pieces of heavy

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equipment, including forty (40) ton off-road trucks and JD-330 size excavators with operators. Crowder Gulf employed over five hundred (500) people specifically for this project. Approximately seven billion (7,000,000,000) billion pounds of sand was screened and over three million (3,000,000) pounds of hydrocarbon material was recovered from the beaches in both counties.

➤ ***Highlights from Major Disaster Projects in 2008 – 2009***

After Hurricane Ike in 2008, CrowderGulf was activated on 35 contracts. These included contracts in AL, FL, KY, MS, LA and TX. CrowderGulf **simultaneously managed and completed all** of these contracts, in six states, from the smallest (13,000 cubic yards) to the largest (4.1 million), to the satisfaction of all our clients. Each contract had a project manager and field supervisors that stayed with the project from the beginning to the end. This provided the continuity that ensured that the work was performed in a timely manner with minimal problems. Each CrowderGulf management team communicated with their Client on a daily basis and provided guidance based on past disaster experience and their ability to appropriately manage the debris removal operation.

All Hurricane Ike projects resulted in CrowderGulf removing, hauling, reducing and disposing of over 9,000,000 cubic yards of debris and developing and managing over 20 temporary disposal sites. Even with this large number of subcontractors activated, CrowderGulf still had the capacity to activate additional personnel and equipment. Due to CrowderGulf's reputation of treating our subcontractors fairly and paying them on a weekly basis, we have always had a surplus of subcontractors ready to work at a moment's notice.

Hurricane Ike did the most damage in Texas, and as a result CrowderGulf had pre-event contracts activated in four counties and 23 cities in Texas. Two days before Hurricane Ike made landfall, CrowderGulf's management team was on-site in Texas and communicating with the counties/cities in preparation to begin immediate response and recovery efforts for debris removal. Immediately after the storm, CrowderGulf's management team and subcontractors were in place to begin the cleanup in affected Texas counties and cities. Removal, reduction and disposal of the hurricane debris on rights-of-way (ROW), were completed by December, 2008. This included eligible debris removal work in waterways, rights-of-entry (ROE) properties, public parks, Galveston County Levee, and the Texas City Dike.

Throughout the recovery process, the same CrowderGulf senior management personnel were directly involved with the cleanup operation and worked closely with the City, County, State and Federal officials and their representatives to ensure that all debris was FEMA eligible and reimbursable. CrowderGulf communicated daily with the City, County and State officials and assisted in decision-making to successfully complete the project.

*Galveston County*

In Galveston County, TX, besides the ROW work, additional FEMA reimbursable task orders were issued which extended the Galveston County project through September, 2009. Projects included:

- rights-of entry (ROE) work for Private Property Debris Removal (PPDR) and demolition
- debris reduction by grinding or burning
- removal of leaning trees and hanging limbs from both ROW and ROE
- removal of dead trees killed by the salt water surge
- debris removal from eligible parks, cemeteries, and schools
- removal and disposal of hurricane debris from twenty five miles of hurricane protection levee and from the five miles of the Galveston County Ship Channel Protection Dike

Bolivar Peninsula, part of Galveston County, was especially devastated and work was delayed there for two months after Hurricane Ike in order for search and rescue teams to complete their work. CrowderGulf was given a task order to begin work on Bolivar in November, 2008. CrowderGulf setup a Command Center on Bolivar Peninsula, provided a management team of 24 personnel, and eight subcontractors with 440 certified trucks that hauled 3 million cubic yards of debris. Additional projects completed on Bolivar Peninsula besides ROW and ROE debris removal, reduction and disposal, included sand screening and sand restoration on 25 miles of beaches, hazardous material removal from open fields and abandoned vehicle removal and disposal.

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All required documentation was provided to the County. CrowderGulf's management team assisted the County and all clients with documentation requirements for FEMA reimbursement. In addition, CrowderGulf **simultaneously** completed three contracts for the Texas General Land Office (GLO) for beach cleaning which included sand screening, side scan sonar of Gulf and Bay waters, removal and disposal of sunken debris, and removal and disposal of abandoned and sunken vessels in waterways under the responsibility of the GLO.

Table 1 provides a summary of the work tasks for all activated contracts completed after Hurricane Ike.

**Table 1: 2008 Hurricane Ike Projects and Tasks**

Overview of the type work we completed after Hurricane Ike Client	State	Population	Total Area Sq Mi	Total CY Hauled**	# DMS	ROW Hauling	ROW Reduce	ROW Dispose	ROE (PPDR & Demo)	Haz Mat	Hazardous Household	E&H	Pass-Thru Tip Fees	Marine Debris Removal	Misc Projects	Vacuum Truck	Generators
Alvin	TX	24,236	17.3	223,979	1	X	X	X					X				
Angleton	TX	18,310	10.6	79,162	1	X	X	X					X			X	
Bayou Vista	TX	1,665	.5	41,570	0	X					X		X				
Beaumont	TX	118,296	85.9	989,826	1	X	X	X			X	X	X				X
Brazoria County	TX	313,166	1597	93,474	3		X	X									
Brookside Village	TX	1,960	2.1	29,331	1	X	X	X					X				
Calcasieu Parish	LA	192,768	1094	7,891	0	X											
Chambers County	TX	35,096	872	27,160	0	X		X	X			X					
Clear Lake Shores	TX	1,063	.7	32,795	1	X	X	X	X		X		X				
Clute	TX	11,211	5.6	18,832	0	X											
Dauphin Island	AL	1,238		200,294	0	X	X	X							X		
Deer Park	TX	32,010	10.4	55,188	1	X	X	X									
Dickinson	TX	18,680	9.8	217,541	0	X	X	X			X		X	X			
Freeport	TX	12,708	13.3	17,412	1	X	X	X					X				
Friendswood	TX	35,805	21	488,181	1	X											X
Galveston County, MUD (2 contracts)	TX	N/A	419	4,154,068	0	X	X	X	X	X	X	X	X	X			
Texas General Land Office (3 contracts)	TX	N/A		1,356,077	1	X	X	X						X	X		
Jefferson County	TX	252,237	1111	94,144	1	X	X	X	X		X	X	X				
Kemah	TX	1,773	1.8	98,874	1	X	X	X	X		X	X	X				
League City	TX	45,444	52.4	309,795	1	X	X	X			X	X	X	X			
Lake Charles	LA	71,993	42.5	15,636	0	X											
LaMarque	TX	13,682	14.3	126,320	1	X	X	X			X	X	X	X			
Manvel	TX	7,160	23.3	35,508	2	X	X	X					X			X	X
Montgomery County	TX	455,746	1077	1,132,109	7	X	X	X					X		X		
Owensboro	KY	57,265	18.7	86,006	1	X	X	X									
Pearland	TX	91,252	39.4	392,947	1	X	X	X			X		X		X		X
Santa Fe	TX	12,222	14.0	120,731	0	X											
Tiki Island	TX	968	1.3	39,224	0	X					X		X	X			
Texas City	TX	45,099	167.2	210,403	1	X					X		X	X	X		
Webster	TX	9,083	6.7	13,220	1	X	X	X					X				
Westlake & Sulphur (2 contracts)	LA	27,180	2.3	3,194	0	X											

\*\*includes CY for haul-ins and haul-outs

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➤ **Highlights from Major Disaster Projects 2005 -2006**

In the aftermath of the 2005, Hurricanes Katrina, Rita and Wilma, CrowderGulf had 56 contracts activated across five states, and completed all of them successfully, removing, reducing and disposing of over 13 million CY of debris. The largest of these contracts was Calcasieu Parish, LA, with approximately 5 million cubic yards of debris hauled. In Calcasieu Parish alone, CrowderGulf developed, managed and restored thirteen Debris Management Sites (DMS). Eleven of these sites reduced debris by grinding and two by burning. In the other projects one to multiple DMSs were developed, managed and restored by CrowderGulf, to the satisfaction of all Clients. Either or both grinding and Air Curtain Incineration (ACI) were used in other projects.

Work along the Mississippi Gulf Coast included marine debris removal and power screening the beach sand. Private Property Debris Removal (PPDR) and demolition was also projects completed for our Mississippi clients, Biloxi, Gulfport and Pascagoula. CrowderGulf conducted the emergency push operations for Pascagoula, MS, and Waveland, MS.

➤ **Highlights from Major Disaster Projects 2004 -2005**

In 2004, as a result of the four (4) hurricanes within a six (6) week span, CrowderGulf had thirty seven (37) pre-event contracts activated. Twenty three (23) of these were in Florida, twelve (12) in Alabama, and one (1) in Mississippi. All of these projects were in operation simultaneously during the period from October, 2004 through December, 2004, and some continued through June, 2005. More than fifteen million (15,000,000) cubic yards of debris were removed during this timeframe.

CrowderGulf was activated by both large and small municipalities and provided quality service to all of them. CrowderGulf had nine (9) field offices in operation during these projects. All field offices were operated by local citizens who were provided on-the-job-training and were managed by CrowderGulf's on-site senior management.

As with all of CrowderGulf's projects, from the beginning to the end of the work, CrowderGulf's Management Teams remained the same for each contract, and met with County officials daily to provide the leadership and guidance that allowed all of the damaged areas to be cleaned up in an organized manner. As a result, correct decisions were made in order to get the eligible hurricane debris removed and to restore the Cities/Counties to normal, as quickly as possible. In addition, CrowderGulf helped City and County officials ensure FEMA reimbursement for all eligible work.

**Key Personnel**

CrowderGulf will commit one of our senior personnel to be stationed at the EOC to better coordinate debris operations, communications and scheduling. CrowderGulf will have a Senior Management Representative physically present at the City's Emergency Operations Center upon issuance of a Notice to Proceed by the Client and prior to hurricane making landfall. CrowderGulf will respond with manpower and equipment within 24 hours of receipt of a Task Order or a Notice to Proceed.

*Depending on severity of damage after a disaster and the need of the City, several of the following personnel will be assigned to the City. John Campbell, one of our Florida Senior Project Managers, will be assigned as the Senior Project Manager for the City of Fort Lauderdale.*

CrowderGulf has previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists on staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all necessary paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General.. Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff collectively holds over 80 FEMA course certifications and numerous OSHA Health and safety and hazardous materials classifications. CrowderGulf employees are required to attend conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

In addition, CrowderGulf's Director recognized the importance of adopting the National Incident Management System (NIMS) core set of doctrine, concepts and principles, when the Department of Homeland Security Presidential Directive (HSPD)-5 required State, local and tribal organizations to adopt and implement NIMS. In an

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effort to provide the best service to our clients, all CrowderGulf Management and field staff are required to have certifications in NIMS 100, 200, 700 and 800. We also have staff with Train the Trainer certification for NIMS 300 and 400 level courses.

Our management team will remain with the City from start to finish on every disaster activation. We will provide daily leadership and guidance on FEMA public assistance policy, provide status updates and progress reports on our daily debris removal operation. Our daily accounting of debris quantities and our proven quality control plan provide debris removal in an organized, safe and professional manner, and will supply the City with the information and documentation needed to support and accurately capture required documentation for the maximum potential of FEMA public assistance reimbursement.

While the debris contractor is not normally involved in writing project worksheets, CrowderGulf has three experienced individuals on staff with prior responsibility of writing Project Worksheets after several major hurricanes in the past ten years. Two of our management staff, John Campbell and Leigh Anne Ryals, have both worked in Emergency Management for large counties and both have expertise in writing project worksheets. Additionally, Buddy Young, our Assistant Director served eight years as FEMA Director for Region VI. Buddy is very knowledgeable about project worksheets and has often advised clients on different aspects of completing project worksheets and FEMA requirements.

All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related debris operations and have been trained in quality control, safety, ethics and drug policies of CrowderGulf.

**None of our CrowderGulf personnel have had any felony convictions and/or personal lawsuits.**

**Public Relations**

CrowderGulf knows how important it is to the City to keep the public informed regarding recovery operations. It is our goal to help the City give citizen's accurate and timely information by providing daily reports on our progress. We also have several resources at our disposal to assist the City with public relations needs. If requested, we can assist in preparing information to be distributed; process and distribute information to various media outlets and/or provide a Public Relations Manager or an Audio/Visual Producer. If needed, hotline numbers and call takers can be utilized to address specific concerns and keep residents informed.

*The following is a list of several of our key management, administrative and supervisory personnel. Due to page limitations in this proposal, all management staff is not provided but is available upon request.*

• **John Ramsay – Director of Operations & President**

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 40 years of experience in storm debris removal and reduction operations and management. He has directed the successful completion of major operations from the most recent work in 2011 in North Carolina and Virginia, to 2008 in the Houston-Galveston Area as a result of Hurricanes Gustav and Ike, the 2005 Hurricanes Dennis, Katrina, Rita and Wilma, and all other disaster work since Hurricane Camille, in 1969. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years.

Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsey has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Certified)

• **Raymond “Buddy” Young – Assist Director of Operations / Technical Assistance Manager**

Mr. Young was Regional Director of FEMA Region VI from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management business and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years.

As the Assistant Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003 and through Hurricane Irene in 2011, as well as the 2011 tornado in AL. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation.

Mr. Young works with the Texas A&M Engineering Extension Program as an adjunct instructor. This program has a contract to provide terrorism response training to include all types of incidents for local and state governments, as well as the U. S. Air Force. He conducts full-scale exercises with local and state agencies in

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response to incidents of terrorism and natural disasters. Buddy is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA) and is NIMS certified.

- **Margaret R. Wright, Ph.D. – Senior Program Manager** Dr. Wright has over twenty-five years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her duties include proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. She has worked all major hurricanes since 2003. (NIMS Certified)

- **John Campbell – Senior Project Manager** Mr. Campbell has over 40 years experience in disaster response planning and management. He has a B.S. degree in Political Science from the University of Southern Miss. and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the Army as a full Colonel with 30 years of service, he served for 6 years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County Florida following Hurricane Ivan.

Mr. Campbell served as senior project manager for CrowderGulf for all activated contracts in North Carolina after Hurricane Irene in 2011. Mr. Campbell also served as the Senior Project Manager for over a year in the Texas Gulf Coast Region following Hurricane Ike's impact in September 2008. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Command System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization.

- **Ashley Ramsay-Naile – General Manager** Mrs. Ramsay-Naile is a Graduate of University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As General Manager for CrowderGulf her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project manager, and all aspects of back office activities including accounts payable, accounts receivable and human resources. Activations have included: 1995 Hurricanes Opal and Erin, 1996 Hurricane Fran, 2004 Hurricanes Charley, Ivan, and Jeanne, 2005 Hurricanes Dennis, Katrina, Rita and Wilma, 2008 Hurricane Gustav and Ike, 2011 tornadoes and Hurricane Irene. \*NIMS Certified
- **Leigh Anne Ryals, ALEM, CLEM – Emergency Management Specialist** Mrs. Ryals has over fifteen years of experience and training in Emergency Management. She has ten years serving as an Emergency Management Director and six years serving as a Disaster Public Information Officer. She has worked twelve Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon Oil Spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110<sup>th</sup> and 111<sup>th</sup> U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Leigh Anne learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Most recently in North Carolina following Hurricane Irene, she worked with Municipal and County organizations serving as a Government Liaison providing guidance on FEMA documentation and debris related issues. Ms. Ryals is a Licensed and Certified Alabama Emergency Manager; she serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications.

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- **Eric Hall – Senior Debris Reduction Manager / Project Manager** Mr. Hall is a specialist in Air Curtain Incineration with experience in the storm debris business dating back to 1987. His experience as CrowderGulf's Debris Reduction Manager and Project Manager spans from Hurricane Andrew in 1992 to Hurricane Irene in 2011. This experience includes managing debris reduction operations in Florida following Hurricanes Andrew in 1992 and Opal and Erin in 1995; in North Carolina following Hurricane Fran in 1996 and Irene in 2011, in Joplin, MO, after 2011 tornado, in Ft. Lauderdale post Hurricane Katrina in 2005 and in Montgomery County, Texas, following Hurricane Ike. In addition to serving as the company's Debris Reduction Manager he took on the role of Project Manager, overseeing field operations and reduction site operations, in Dare County, North Carolina following Hurricane Isabel in 2003 and Irene in 2011; in Orlando following Hurricanes Charley, Frances and Jeanne in 2004, 2006 in North Miami Beach following Katrina and Wilma, and 2008 in Texas after Hurricane Ike. \* NIMS Certified
- **Bud Rich – Project Manager** Bud has held overall direction and control positions in debris management since 1993 and is regarded as an expert in the specific phase of debris reduction. His major storm experience includes Hurricane Irene in 2011, Hurricane Ike in 2008, Hurricanes Charley, Frances, Ivan and Jeanne in 2004, Hurricane Isabel in Virginia in 2003, Winston-Salem in 2003, the ice storms in Kansas and Missouri in 2002, Hurricanes Erin, Opal, Fran and Floyd, plus numerous smaller operations over the past nine years. Bud also worked for over ten months as a field supervisor in Orange Beach, AL, after the BP Oil Spill. \* NIMS Certified.
- **Wesley Naile- Logistics Coordinator and Pre-Event Contract Administrator** Mr. Naile began working for CrowderGulf in 2004, working in Volusia County Florida as a Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the duties of Logistics Coordinator working out the disaster administration office, providing materials, equipment and subcontractors to CrowderGulf's clients. Some of the activations as logistics coordinator include Hurricane Katrina, Rita, Wilma, Gustav, Ike and Irene. Wes is responsible for the management of the pre-event contracts database, pre-event contract awards and contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University of South Carolina of Beaufort. He has served three years in the US Army as a Combat Engineer with an honorable discharge. NIMS Certified
- **Amber Ramsay – Public/Community Relations and Marketing Manager** Amber has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with our clients and acts as CrowderGulf's (continuing education) Conference Coordinator. Amber's field experience includes acting as a Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005 and in Deere Park, TX after Hurricane Ike in 2008. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for ten years. Amber is a Graduate of Auburn University. NIMS Certified
- **Reid Loper – Project Manager**  
Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. As PM, he has been responsible for managing over 1200 people and 400 pieces of equipment. Managing several projects at once is Reid's strong point and the BP project has consisted of simultaneously managing more than eight different major projects within the Area of Responsibility (AOR) for the BP Oil Spill operation. These projects ranged from sand screening, dredging, vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$120 million in invoicing and total project cost. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Reid has estimated over \$200 million of work and completed over \$100 million in commercial construction, producing an average of 18% savings on project combined. Reid graduated from Auburn University in Aerospace Engineering where he worked as a research and design student. \* NIMS Certified
- **Brian Smallwood – Project Manager**  
Brian graduated Auburn University in 2006 with a Bachelors Degree in Building Science. After graduation, he worked as a Project manager in Atlanta, GA for one of the largest general contracting firms in the world. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Brian has the ability to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish.

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Brian served as the Operations Manager for the Debris Reduction Site for the U.S. Corps of Engineers in Joplin, MO after the EF 5 tornado affected the city in May 2011. He then served as the Project Manager for the recent recovery from Hurricane Irene in Newport News, VA. Brian is a LEED Accredited Professional with certifications in NPDES, FEMA and OSHA.

**Communications and Operational Support**

CrowderGulf's main office acts as the Disaster Administration Office (DAO) and headquarters for operational support. Throughout the project, the DAO supports field operations on all levels.

The field office is set up within 24-48 hours after activation, inside the activated area acts as the central command post and provides support for the field ops. Local citizens are employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to CrowderGulf. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operation.

When a disaster is imminent, we send a mobile office/command center to the area. As soon as conditions permit, CrowderGulf will establish a full-time, self-sufficient office, with full communications capability in the disaster area that will be solely dedicated to the disaster recovery effort.



*The command center has two gas powered generators that supply power. Multiple work stations with LCD computer/TV monitors one conference room with large table and a 42" plasma monitor/TV and two satellite receivers for TV viewing. VSAT for broadband internet and VoIP lines TV/copier/fax/scanner make the unit fully operational.*

We used our Command Center in Bolivar, Texas as a field office after Hurricane Ike. Bolivar had limited electricity and communication capabilities for much of the time we were working there, but our Command Center was able to meet our needs for internet and other communications capabilities. It was also used as one of our field offices after the 2011 tornado in Joplin, MO, and later in North Carolina after Hurricane Irene.

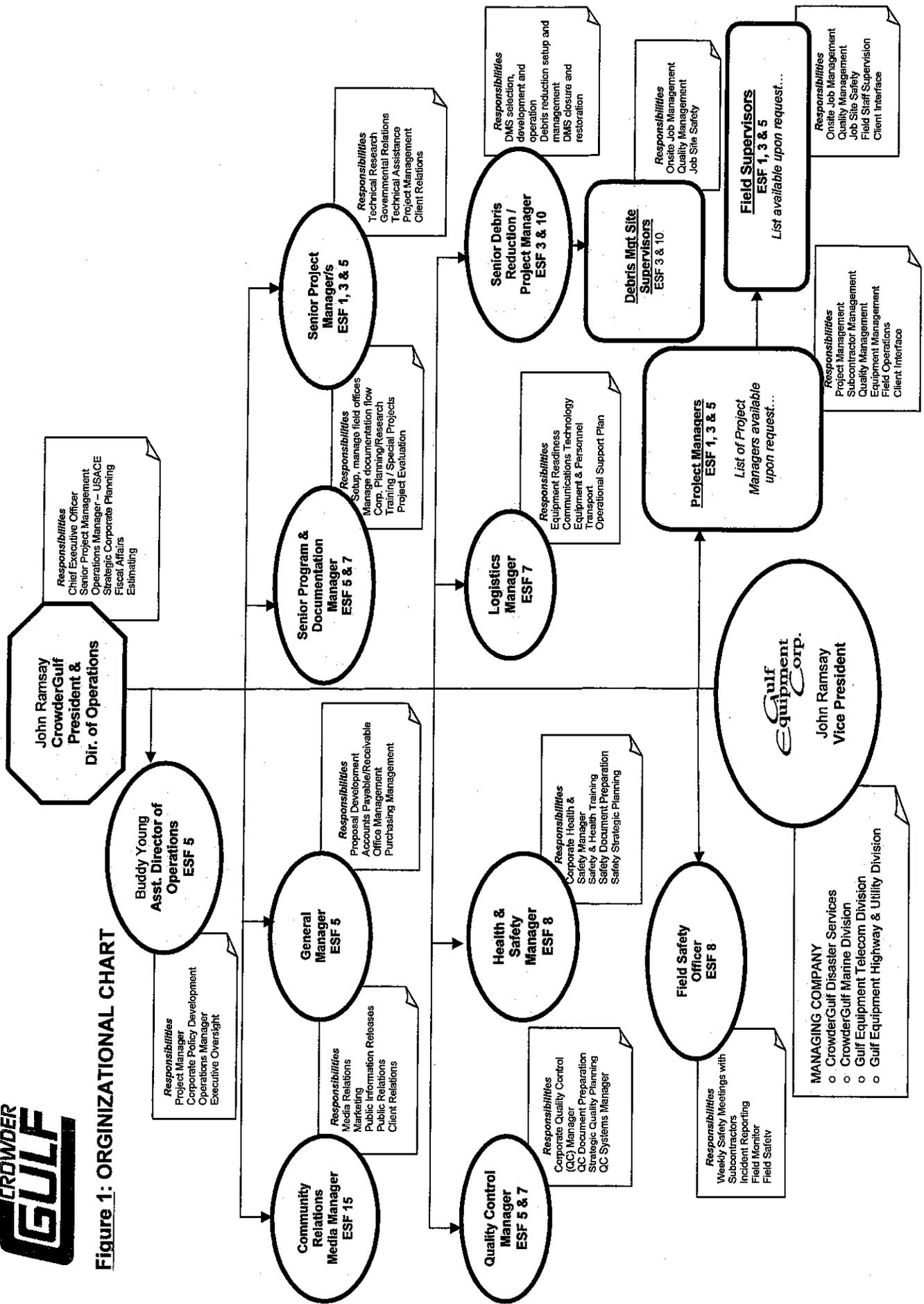
CrowderGulf's Management Team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All truckers and subcontractor supervisory personnel will be required to have radios in their vehicles. Upon request, we will furnish key Client personnel with our system radios. Since Hurricane Ike, our management teams have primarily communicated by cell phones which have been the more reliable type of communication.

**Organizational Chart**

The following Organizational Chart, in Figure 1, depicts the structure and chain of command of our company. It also provides a brief description of the primary responsibilities of each position. Each of these key personnel is critical to an effective CrowderGulf response. As senior executives, managers and/or supervisors, they must possess a high degree of professional skill, in addition to good leadership qualities.



**Figure 1: ORGANIZATIONAL CHART**



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## 4) Operational Plan for the City

### **Overview of Services**

CrowderGulf is committed to providing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. This will include, at a minimum, the following services, as directed and/or requested by the City:

1. Annual or biannual pre-disaster debris management planning critiques, planning assistance and training.
2. Emergency clearance of debris from public streets and rights-of-way for access by emergency personnel. Provide separate crews for FHWA-ER roads.
3. Permitting, clearing, and/or removing disaster related debris from the public rights-of-way, streets, roads, canals, lakes, ponds and waterways.
4. Providing at least one, or more if needed, hot spot crew/s to respond to urgent requirements as directed by the City. The crew/s will be available within 24 hours after NTP and will consist of equipment and crew required by the City.
5. Debris separation (i.e., vegetative, C&D, recyclable debris, white goods, and hazardous waste) and reduction of eligible organic debris using tub grinding or air curtain incineration in accordance with all applicable laws and regulations.
6. Management and operation of debris reduction sites to accept, process, reduce and/or dispose of eligible disaster-related debris. Contractor shall assist the City in identifying and selecting appropriate Debris Management Sites (DMS) to be utilized as debris staging and processing locations.
7. Implementing and operating of a Right-of-Entry ("ROE") program to affect clearance and removal of eligible applicant/FEMA approved debris from private property. CrowderGulf will manage the ROE program by assisting with the obtaining, categorizing and recording of each ROE application and its successful completion.
8. Conduct eligible demolition, removal, transport and disposal of asbestos and non-asbestos laden structures, as directed by the City.
9. Tree trimming in accordance with American National Standard ANSI A300, eligible and applicant/FEMA approved of tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal.
10. Demolition and removal of eligible and FEMA approved condemned structures and buildings that pose a threat to public safety.
11. Providing all permits and services for the containment, clean-up, removal, transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes including industrial materials, white goods, bio-hazards, animal carcasses, abandoned vehicles and abandoned or derelict vessels.
12. Removal, screening and disposal of sand, silt, sludge and rock from roads, bridges, streets, rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures.
13. Accurate verifiable documentation of each load of debris along with daily reports of all loads and work performed with provisions for inspection by the City. Additional reports may be customized to the City's needs.
14. Restoration of all staging areas, work areas and DMS, to be restored to their original condition as required.
15. Cleaning and opening of enclosed drainage systems designated by the City.
16. Use of side scan sonar to locate and remove sunken marine debris from waterways.
17. Providing roll off containers for citizens' drop-offs.
18. Providing generators to City.
19. Providing a manned 'hot line' for citizens.
20. Providing a timely resolution to all citizens' damage claims as a result of CrowderGulf's operations.
21. Providing crushed bagged ice and drinking water for public distribution, per City request.
22. Returning all areas damaged due to Contractor's operations back to their original condition to the satisfaction of the City.
23. Performing all additional logistics activities as requested by City.
24. Performing other disaster response and recovery activities, as necessary, and as specifically authorized.

**Early Communication with City Officials** CrowderGulf's DO or designee will make initial contact with the City's official responsible for the debris management operation as soon as the City falls into the cone of uncertainty for a disaster. In addition, we will have the assigned Project Manager report to the City Operations Center upon request and will remain there until a Notice to Proceed is issued or the danger has passed.

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**Drug-Free Workplace**

CrowderGulf is a participant in the National Drug Free Work Place Program. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist the company in any work. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

**Equal Opportunity/ Affirmative Action**

CrowderGulf is an Equal Opportunity Employer. The Company is committed to policy providing an employment and a work process that is free of any unlawful discrimination. We will promote the value of a diverse work force that fosters fair treatment of all individuals based on knowledge, skill, ability and performance. This policy applies to our employees, suppliers and subcontractors.

**Working Hours** Debris will be collected and loaded during visible daylight hours seven (7) days per week. With the approval of the City, debris reduction at the DMS will, at our discretion and as required, take place on a twenty-four (24) hours/seven (7) days a week basis.

**Specialty Debris** CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous stumps. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services, a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

**Additional Services**

CrowderGulf has extensive experience in all phases of disaster debris recovery in addition to debris removal, reduction and disposal. This facilitates rapid responses to the unanticipated needs of our clients. Our Company is able to assemble uniquely trained and experienced project teams, specialized equipment and subcontractor resources to meet unforeseen issues. This allows CrowderGulf to respond to the special needs of our clients that may not have been considered in the stand-by contract. Our past experience previously discussed in this proposal highlights some of the additional services we have provided to clients after disasters. The following provides a list of principal services that may be provided after a disaster:

- **Land Based Operations**
  - ❖ Large Scale Debris Removal, Reduction and Disposal
  - ❖ Tree Trimming and Removal
  - ❖ Demolition, Land Clearing and Site Preparation
  - ❖ Sand Removal from ROW and ROE
  - ❖ Road and Utility Work
  - ❖ Cellular Tower Construction
  - ❖ Derelict Vehicle Removal, Processing and Disposal
  - ❖ Construction/ Construction Management
- **Marine and Shoreline Operations**
  - ❖ Beach Sand Screening & Replacement/ Beach Replenishment
  - ❖ Wetlands Restoration
  - ❖ Levee Construction
  - ❖ Marine Salvage/ Vessel Removal, Processing, and Disposal
  - ❖ Debris Removal from Inland and Offshore Waters
  - ❖ Dredging/ Pile Driving/ Bulkhead and Pier Construction
- **Emergency Services**
  - ❖ Temporary Housing/ Office Facilities/ Showers/Bathrooms/etc.
  - ❖ Temporary Power Services
  - ❖ Temporary Ice, Water and Other Consumables
- **Additional Services**
  - ❖ Hazardous Materials Handling
  - ❖ Biomass Recycling
  - ❖ Technical Assistance

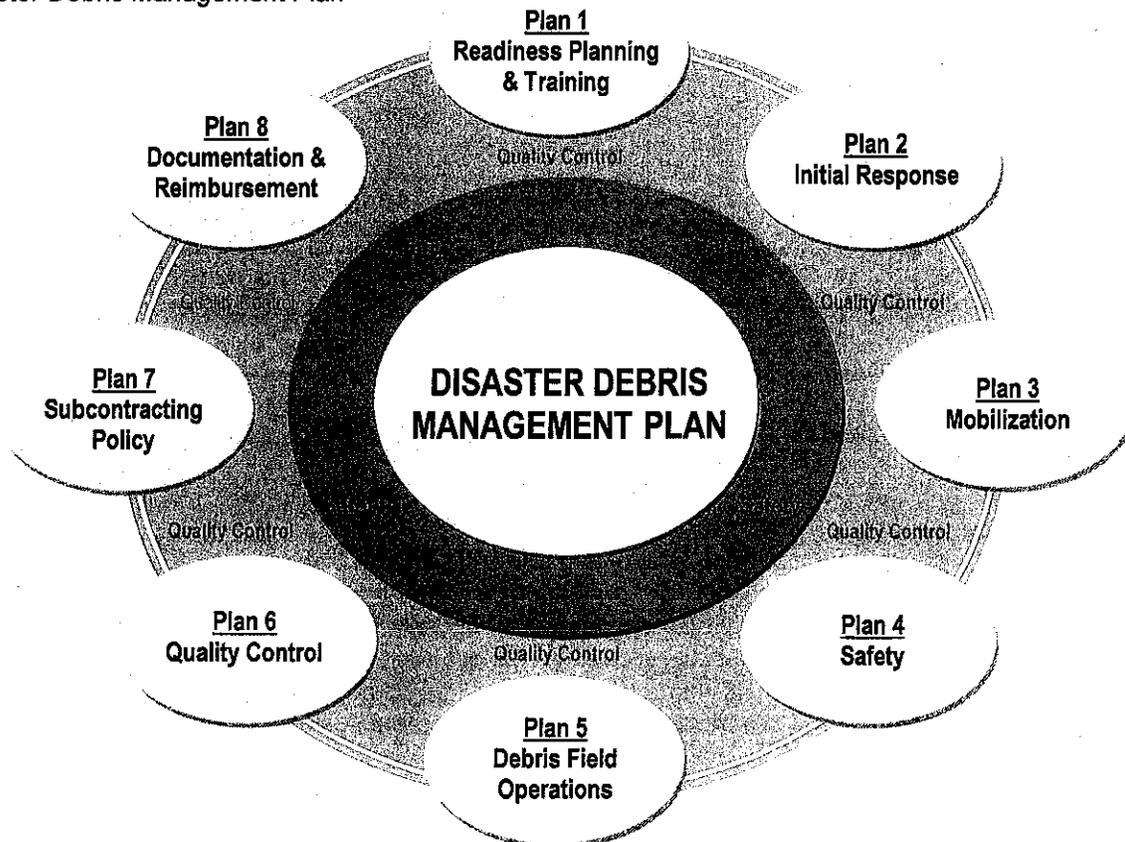
## Disaster Debris Management Plan (DDMP)

The amount of damage that occurs during a natural disaster varies, as do the needs to restore the affected areas. CrowderGulf's basic **Disaster Debris Management Plan (DDMP)** is flexible and set up so that it may be adapted to the specific requirements of the contract and the scope of the disaster. Our **DDMP** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific plan. This ensures that personnel and equipment are mobilized and utilized to remove and reduce debris, in the most efficient and effective manner, with the least possible impact to the citizens of the community.

CrowderGulf's **DDMP**, as illustrated in Figure 2, was developed with only one objective – "to assist Clients who have suffered the effects of a disaster to return to normalcy as quickly, as efficiently and as inexpensively as possible." The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past forty years. Pre-planning and Readiness Training make certain that all parties understand the concepts and operational procedures prior to an incident. During the Response phase all stakeholders are put on alert and resources are marshaled. Once the incident has occurred, all resources are mobilized for immediate action. All of these elements lead to the final and most demanding, which is Debris Field Operations. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed as quickly and as efficiently as possible. CrowderGulf coined the term '**Clean As You Go**' over 14 years ago to define our cleanup approach which involves doing the best job possible the first and every time debris is removed from any location so that another pass will not be needed until more debris is put out by the citizens.

The **DDMP** outlines CrowderGulf's approach to disaster incident response whether there is minimal time for preparation, or a potential threat that affords days of advanced preparation. CrowderGulf's technical approach to debris management is encompassed in these eight interrelated All elements of the DDMP are infused with a commitment to Safety and Quality Control throughout every project. Plans and will be comprehensively used whenever CrowderGulf is selected to perform contracted debris projects.

Figure 2: Disaster Debris Management Plan



## **Plan 1 –Readiness Planning and Training**

CrowderGulf's long and successful history of Disaster Response and Recovery Projects is, in large part, a result of the continuous Readiness Planning. Personnel at all levels in the CrowderGulf Disaster Management Team are dedicated to a year round cycle of planning, preparation, practice, review and analysis to refine our procedures and processes for executing Disaster Projects. Our Team is constantly seeking new technology, new concepts, new opportunities and "better ways" to serve clients in Disaster Response and Recovery. We strive for continuous improvement with the goal of exceeding expectations where it matters, in Project execution.

Providing training and participating in pre-planning with our clients, is an important part of our Readiness Planning. On at least a yearly basis, CrowderGulf specialists offer training and pre-planning sessions to our clients. In addition, if requested, our Debris Reduction specialists review and advise on potential Debris Management Sites. These sessions and on-site visits help to develop a strong teamwork relationship with our clients and their monitoring representatives.

## **Plan 2 –Initial Response**

- **Alert** If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to our client. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and/or voice mail at least twice a day, and additional communication devices and/or cell phones may be distributed to key personnel.
- **Notification** The CrowderGulf Director of Operations (DO) will assess the information from media and government for possible full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors notified.
  - **Team Notification System** The plan identifies specific individuals to call a set select number of CrowderGulf employees who will in turn call additional CrowderGulf employees to spread the call/recall to the maximum number of persons in the shortest period of time. This list and assignment of callers are kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.
- **Preparation** Based on the high probability of a known event, the DO will direct initial mobilization of manpower and equipment. The details of this activity are covered in the Debris Mobilization Plan.
- **Mobilization** The DO/Assistant Director of Operations (ADO) will be the key decision-maker(s) once the need to mobilize and respond has been determined. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. He will direct the commencement of the mobilization, tasking of the support units, and the dispatch of managers, crews and equipment.

## **Plan 3 – Mobilization**

As soon as a client falls into the cone of uncertainty for a disaster, CrowderGulf's Director of Operations (DO) or designee makes contact with the client's representative and communicates our readiness to mobilize. The mobilization of CrowderGulf personnel and assets commence when directed by the DO or his designee. Upon receipt of a Task Order or Notice to Proceed (NTP), mobilization will take place immediately, in accordance with the requirements of the City's representative and will include:

### **Mobilization Parameters**

- Providing an advance CrowderGulf team to the client's Emergency Operations Center when the possibility of a disaster is forecast, upon request of City.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after storm while protecting those assets from damage/destruction by the event.
- Within 24 hours of initial NTP, being fully operational for clearing debris to open emergency routes.
- Within 24 hours of NTP, Management team and on-site office will be operational.
- Within 48 hours of initial NTP, being fully operational for hauling, sorting, and storing of debris.
- Within 72 hours of initial NTP, being fully operational for reduction and disposal of debris.
- Maintaining full operational capability, 12 hours per day or daylight hours, 7 days per week for an extended period.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
-

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**Mobilization Response Times**

CrowderGulf will meet or exceed the mobilization criteria requested by the City. Immediately upon receipt of a Notice to Proceed, we will begin mobilization of equipment, operators, and laborers both locally and from throughout the state, an example of the mobilization schedule is provided below:

	<u>Category 1 &amp; 2</u>	<u>Category 3</u>	<u>Category 4*</u>	<u>Category 5*</u>
Within 24 hours	80%	50%	50%	50%
Within 48 hours	100%	75%	75%	75%
Within 72 hours		100%	100%	100%

*\*Note – Manpower and equipment for major storms will generally be available sooner than the times shown above. From a practical standpoint, however, the magnitude of damage created by such storms may physically inhibit our ability to mobilize some manpower and equipment within the time frames shown.*

In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide Fort Lauderdale immediate response. **Appendix A** provides a list of our dedicated local subcontractors.

**Key Tasks and Functions**

The following chart shows the key mobilization tasks and functions:

<b>TASKS / FUNCTIONS</b>	<b>TIME FRAME (from Notice to Proceed)</b>
Activate Team Notification Procedures	Immediately
Advance team to City Emergency Operations Center	6 to 12 hours
Setup Mobile Command Center (if needed)	6 to 12 hours
Brief all Key Personnel on Status	6 to 12 hours
Assess damaged area for manpower and equipment requirements	12 hours
Upon receiving NTP, begin first wave mobilization of manpower	Within 24 hours
Collaborate with City to identify and plan emergency clearance priorities, possible worksite limitations and/or assessment of suspected hazardous materials	Within 24 hours
Obtain required permits, <u>if applicable</u>	Within 24 hours
Set up onsite office, Staging area(s)	Within 24 hours
Certify Truck Capacities	Within 24 hours
Select & Develop Debris Management Sites	Within 24 hours
Identification of hazardous waste	As Required
Identification of recyclable materials for proper disposal	As Required
City changes in task completion date	As Soon As Possible
State/Federal directed increase in speed for critical debris removal	As Soon As Possible
Revise Management Plan	As may be required
Coordinate final inspection with City	Upon completion of last pass
Demobilization of crews, subcontractors and equipment	Upon completion of contract tasking
Detailed, post-contract evaluation	Within 1 month of contract completion
Revise Plans	As may be required

**Plan 4 – Safety Policy and Plan**

Our Safety Policy and Plan is in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response time throughout the project until final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe, by strict adherence to the components of this Plan. *Our complete Safety Plan is available upon request.*

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**Safety Policy**

CrowderGulf is committed to providing all employees with a safe work environment. Employees must report unsafe conditions and must not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No safety report will result in penalty and/or negative consequences. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, CrowderGulf will take disciplinary action against any employee(s) who willfully or repeatedly violate workplace safety rules. This action will include verbal or written reprimands and may result in termination.

Senior Management will be actively involved with employees in establishing an effective safety program. Our Health and Safety Manager or designated Safety Officer will participate with the City or representative in safety program activities. This participation will include CrowderGulf sponsored:

- Safety Education and Training.
- Reviewing workplace safety rules.
- CrowderGulf and the City employee(s) promotion of safety participation.
- Tool Box sessions on Health and Safety.
- Accident critiques with refresher reviews

Compliance with the safety rules will be required of all employees as a condition of continued employment. It is the policy of CrowderGulf that all safety measures and rules are carried out to the fullest. Where necessary, we will conform to additional safety standards required by the City. Our complete Safety Plan is available to the City upon request.

**Plan 5 –Debris Field Operations**

**Emergency Clearing and Debris Removal Approach:**

Emergency clearance of debris from public streets and rights-of-way for access by emergency personnel normally takes place during the first 72 hours after a major disaster. Emergency road clearance, also referred to as cut-and-toss or initial push, consists of pushing debris to the sides of roads and streets to open them for emergency crews and equipment. Communications with local subcontractors identified during Readiness Planning and those previously established contacts will enable us to activate existing agreements and hire additional local companies to quickly begin clearing operations.

CrowderGulf's DO and Project Manager(s) meet with City's personnel to identify and prioritize the emergency routes and accesses requiring attention. Once target locations are identified, we dispatch our "clearing crews". Depending on the need, a minimum of five crews may be deployed within 24 hours of receiving notice to proceed. Our "Clearing Crews" use all available resources with focus on local personnel and firms.

Crews may consist of rubber-tired pushing / loading equipment, chain saw operators, laborer, flaggers with transport vehicles, 16 to 20 cu. yd. capacity Dump Trucks with drivers, and foreman with communications capability and pickup truck.

To maximize efficiency, the Clearing Crew may, depending on the size of the roadway and severity of damage, split into two work teams with each starting clearing at different locations on the same street or road. If a Crew divides into two work teams, visual contact and effective radio or cellular communication is maintained between the teams.

Safety of the Clearing Crews in this early stage of work is a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Special hazard observation responsibility is assigned to the Quality Control / Foreman.

**Recovery Operations – Debris Removal, Reduction and Disposal**

Debris operations as outlined in this Plan meet the program standards provided for in the FEMA 325 "Debris Management Guide". In addition, all debris-related operations will be conducted in accordance with all applicable federal, state, and local laws, rules and/or regulations.

- **Sectionalization / Crew Assignments** Upon receipt of a Task Order or Notice to Proceed, CrowderGulf will assist the City in assessing damage and developing a specific plan of action. The affected area will be divided into sections crews, subcontractors, and equipment assigned to each area. All areas will be served simultaneously.

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- **Daily Coordinated Issue Management** Daily meetings between Field Project Manager (FPM), Field Supervisors (FS), the Subcontractor Crew Foremen(SCF), are required and will be conducted to discuss progress, potential and/or needed adjustments, and any other issues that need to be communicated to the DO. Adjustment decisions to increase/decrease manpower and/or equipment, change work areas, and/or improve productivity and work quality, will be made by the FPM in conjunction with the DO or designee based on daily field reports from our Management team and City personnel input.
- **Accurate Record Keeping** During the Emergency Push time, hours worked by crews and equipment will be recorded daily by the FPM or designee, checked for accuracy and entered into our computer database. During Recovery work, all truck certifications and load ticket data will be checked for accuracy and completion and captured in our database program. Details of our documentation procedures are described in the Project Documentation and Reimbursement Plan (Plan 8).
- **Safety is Paramount** The Safety Manager (SM) and Safety Officer/s will require and monitor strict adherence to all safety requirements, and daily reporting of any accidents and/or property damage. The SM or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel.
- **Drug Free Working Environment** The SM and Safety Officer/s will be responsible for monitoring and ensuring that all employees are drug free in accordance with our Company Policy.
- **Truck and Equipment Maintenance** Good, well-maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the FPM will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.
- **Traffic Control** CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, and barricading will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable Federal, State, local laws, regulations and ordinances.

**DEBRIS REMOVAL**

**Public Right-Of-Way Debris Removal** After the Emergency Push phase is complete; CrowderGulf will proceed to clear debris from all City public property, public rights-of-way, streets, roads, and easements in a timely and efficient manner. This will include the following, upon NTP:

1. CrowderGulf's Management team will assess the affected area and divide area into sections and assign a field supervisor and crews to each section. Number of sections will depend on location and severity of damage.
2. CrowderGulf will meet with the City officials to assess and determine the location of potential temporary debris storage and reduction sites. The scope of the disaster and resultant damage will determine the number of sites required. If CrowderGulf feels more DMS/TDSRS's are needed, they will work with the City to identify other potential sites either public or privately owned. Site selection and development will occur simultaneously while with emergency push and truck certifications are being completed.
3. Each crew or subcontractor will be, at a minimum, equipped with the following men and equipment:

<b>Debris Removal Crews</b>		
<b>Manpower/Equipment Required</b>	<b>Task Responsibility</b>	<b>Number per Crew</b>
Crew Foreman with experience in organizing and running crews with previous work in disaster related jobs.	Provide on-site management of crew to ensure quality performance, safety, and maximum productivity.	1
80 - 140 CY knuckle boom/self-loader trucks & trailers and/or 40 - 60 CY dump trucks with highly skilled knuckle boom operators	Pick up debris from curbside and haul to Debris Management Site/Temporary Debris Storage and Reduction Sites	6 to 8
Chain Saws & Experienced Operators	Reduce large trees and limbs to manageable size and trim debris hanging from loaded trucks.	2 to 3
Flagmen	Direct traffic flow and truck movement.	4 to 6
Laborers	Gather small debris that loaders are unable to grasp.	6 to 8

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## **DEBRIS REDUCTION**

CrowderGulf has vast experience with selecting, developing, managing and operating temporary Debris Management Sites (DMS). We are committed to working safely in all environments and require all personnel to be vigilant in using safe practices at all times. Our Operations plan for debris reduction incorporates safety measures throughout the process.

### **Debris Management Site (DMS) Selection**

Site selections are probably the most important decisions affecting DMS Management. If the client has not identified and made arrangements to secure sites before the disaster, it becomes imperative for the debris contractor and the client to work collectively to identify and secure suitable DMSs.

Fortunately, the City personnel's proactive work has resulted in the identification of numerous potential DMSs that have been mapped, and approved by the Florida Department of Environmental Protection (FDEP). CrowderGulf has been a team player in this process, with the City taking the lead to ensure they have selected appropriate locations throughout the City so that all citizens will be served should the need arise. In past activations by the City, CrowderGulf has developed, managed and restored DMSs at Holiday Park, Mills Pond Park, Floyd Hull Park, and two tracks on Beach parking lot. At the end of the project they were restored to the City's specifications.

The scope of the disaster and resultant damage will determine the number of sites required. If more sites are needed, CrowderGulf will work with the City to identify other potential DMSs. Specific site plans will be developed for each DMS, upon activation or request by the City. Specific site plans will be in compliance with FEMA 325 regulations for site plan development. All costs associated with the preparation, operation, and restoration of debris management sites will be included in CrowderGulf pricing structure for the contract

### **DMS Development**

Once site selection is made and approved by FEMA, we will perform a baseline environmental testing protocol and obtain any required special permits and environmental permissions.

A DMS Management Plan is prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan is updated to include the Site Management Plans for all DMS and Disposal Sites operated by CrowderGulf. The DMS Management Plan will display functions such as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations, chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage

### **DMS Design Criteria:**

At no cost to the Client, the Contractor shall construct a minimum of one inspection tower at each site; additional towers will be added at no additional cost.

The Tower site location must provide capacity for at least 2 towers with traffic lanes on each side of the tower; a minimum of one exit lane for all trucks to use must be visible from a tower. This allows for checking truck beds before exiting ensuring they are completely empty. The Inspection tower site location will provide a .25 mile to .5-mile approach outside the public road system to accommodate any truck back up.

Inspection tower design criteria will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15 foot above the existing ground elevation; the floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¼" plywood supported by four 6" x 8" posts.

*DMS development will also include:*

- ♦ Portable toilet facilities will be conveniently located to serve the inspection towers, crew working on the site, and office facilities
- ♦ Site Traffic Flow will provide for orderly movement of vehicles and equipment avoiding crossing traffic lanes
- ♦ Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles

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- ◆ A Safety Zone of at least 200 feet will be established around the grinder
- ◆ Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- ◆ Designated personnel parking area for 30 vehicles will be established
- ◆ Space for two 12 foot by 50-foot office trailers will be established
- ◆ Development of an area sited for a lined Hazardous Materials Containment Area surrounded by a berm; plans for this facility are available upon request
- ◆ Two vegetative debris piles for grinding operation established
- ◆ Sufficient area for chip piles to minimize pile height and prevent spontaneous combustion
- ◆ C&D debris disposal or storage area will be separate from other debris areas
- ◆ Adequate area maintained at each dumping site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- ◆ Site orientation will provide for grinding operations to be located downwind from offices and inspection towers, i.e., prevailing winds will be considered when setting up site.
- ◆ If required, separate areas for the public to use for dumping vegetative and C&D debris; a separate tower may be required to facilitate accounting for the material entering the public section

**Construction, Operation and Maintenance of the Hazardous Materials Containment Area:**

CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility is inventoried and stabilized. Any leaking containers are placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area is established within 200 feet of this area.

*Minimum Design Criteria for the Hazardous Materials Containment Area:*

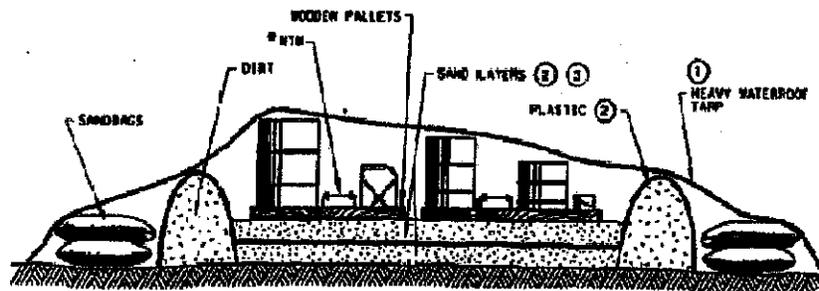
- 30' X 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cover
- Rain and snow cover for the entire area

**Typical Design Hazardous Waste Containment Area:**

• HTW INCLUDES: PAINT, SOLVENTS, POLYETHYLENE, OIL & LUBRICANTS, BATTERIES, ANTI-FREEZE, PROPANE TANKS, ASPHALT

NOTES:

- ① CONTAINMENT CELL MUST BE COVERED AT ALL TIMES
- ② PLASTIC IS SANDWICHED BETWEEN LAYERS TO PREVENT PLASTIC FROM TEARING
- ③ CONTAMINATED SAND SHALL BE PROPERLY CONTAINED & DISPOSED OF AS HAZARDOUS WASTE



**FIELD EXPEDIENT HTW CONTAINMENT CELL**

9/18/12 1:10 PM

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**Debris Reduction Options**

Debris reduction may be accomplished by burning (open or air curtain incineration) or grinding. However, grinding is the most environmentally friendly reduction method and the method that Fort Lauderdale has chosen to use in past events. CrowderGulf is very experienced with grinding and is especially diligent in making sure that all safety and environmental regulations are followed at all DMSs at all times.

- **Debris Reduction Time Line** The following chart of the Debris Reduction Plan provides an overview and identifies both the management personnel responsible and the time frame within which each task shall be completed:

TASK	TIME FRAME (from Notice to Proceed)
Conduct requirements assessment of damaged area for DMS	Within 24 hrs
Develop dumpsite according to Management Plan, including road construction, erosion control, portable office and toilet facility	Within 48 hrs
Construct observation platform per FEMA requirements	Within 48 hrs
Construct grinding & hazardous waste storage areas	Within 48 hrs
Determine the number of grinders/chippers required per site	Within 48 hrs
Ensure Hazardous Waste Plan in place	Within 48 hrs
Secure permits and transport grinders/chippers to designated reduction areas	Within 72 hrs
Set up grinders/chippers	Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & Client Rep	Daily
Inspect dumpsite operations for safety & quality control monitoring	Daily & periodically
Handle storage and disposal of hazardous waste	As required
Restoration of site upon project completion to Client's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

- **Debris Reduction Crews**

One (1) grader will maintain roads, and track hoes and bulldozers will be used to stockpile debris for chipping operations. Our Basic Debris Reduction Crew per site is shown on the following chart:

<b>Basic Debris Reduction Crews</b>		
Personnel / Equipment	Task Responsibility	Number per Crew
Dumpsite Reduction Project Manager	<ul style="list-style-type: none"> <li>• Supervise set up and daily operations of debris reduction site</li> <li>• Ensure that all safety regulations are enforced</li> </ul>	1 / Site
Day Foreman	<ul style="list-style-type: none"> <li>• Monitor incoming trucks, direct separation of materials.</li> <li>• Supervise reduction crews.</li> <li>• Monitor for safety regulations being followed and report infractions to Foreman.</li> </ul>	1 / Site
Spotters	<ul style="list-style-type: none"> <li>• Monitor incoming debris type for designated areas</li> <li>• Ensure drivers dump loads in proper locations at stockpiles for grinder or burner</li> <li>• Direct clean loads of recyclable material to storage areas.</li> <li>• Follow all safety requirements and report any infractions by truckers to Foreman</li> </ul>	2 - 4 / Site
Flagmen	<ul style="list-style-type: none"> <li>• Direct flow of incoming and outgoing trucks at site</li> <li>• Follow all safety requirements and report any infractions by truckers</li> </ul>	2 - 4 / Site
Laborers	<ul style="list-style-type: none"> <li>• Separate recyclable materials from incoming debris &amp; move it to designated storage areas.</li> <li>• Assist other workers with debris separation.</li> </ul>	2 - 4 / Site
Tower Monitor	<ul style="list-style-type: none"> <li>• Check all ticket copies immediately for legibility and accuracy</li> <li>• Alert monitor writing tickets when errors occur</li> <li>• Monitor for safety infractions and report to foreman</li> </ul>	1 / Site
Water Truck with spray nozzles and	<ul style="list-style-type: none"> <li>• Spray nozzles used for dust control</li> </ul>	1/ Site

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high pressure hose	<ul style="list-style-type: none"> <li>High pressure used for hose for fire control</li> </ul>	
Road Grader with Operator	Maintain roads and site	1 / Site
Onsite Fuel and Oil Storage Tanks	Replenish equipment as needed.	2 -4 /Site
Track Hoe w/grapple - with Operators	<ul style="list-style-type: none"> <li>Build burn pit according to Operations Manual</li> <li>Clean ash from pits &amp; pile in designated areas</li> <li>Supply debris to burn pit and grinder.</li> </ul>	2 - 4 / Site
Bulldozer and/or Rubber Tire Loader with Operator	<ul style="list-style-type: none"> <li>Stockpile material.</li> <li>Push debris to Trackhoe.</li> </ul>	2-4/ Site
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1/ Site when grinding is used
Grinder Operator	Fuel tub grinder and control grinder operation. Daily maintenance & care of burner & loader equipment	1 / Grinder

- Debris Reduction Details** The Debris Reduction Manager (DRM) will require the separation and segregation of all loads deposited at the debris-staging site. Debris will be segregated into six (6) distinct areas for reduction and/or further handling, are:
  - Clean, vegetative debris
  - Vegetative debris containing other foreign matter
  - Construction and Demolition (C&D) Debris
  - Salvageable or recyclable debris
  - White Goods
  - Hazardous or toxic materials / waste

Debris reduction site segregation is a secondary effort to roadside segregation. However, such roadside segregation and separation shall not impede traffic or substantially reduce removal production, as this important process can be accomplished at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited in this Plan. Each category of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and/or state and federal standards.

Vegetative debris will be placed into no less than two or three piles, which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete.

As directed by the Client, all construction and demolition (C&D) debris will be hauled directly to a certified landfill. White goods will be degassed, crushed and bailed for sale as scrap metal.

**Grinding and Chipping**

Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the Client. Grinding and/or chipping of vegetative debris will be accomplished as set out below:

- Vegetative debris will be placed into two separate piles. Experience has shown a multiple-pile storing process to be safe and efficient.
- Pile one will be accumulated until a sufficient quantity is available to commence a continuous reduction operation.
- Pile two will be started and accumulated until the reduction of pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- All personnel involved in vegetative debris grinding and/or chipping operations will receive a safety briefing for all related job functions.
- A track-type tractor with blade or a rubber-tired loader will pick up and stockpile chips for temporary storage away from the immediate reduction area.
- Mulch and chip piles will be monitored closely for excessive heat buildup. Pile reformation (airing) may be required to prevent combustion before haul out for final disposal.
- Chips will be removed from DMS as quickly as possible to reduce the threat of fire.

The CrowderGulf Environmental Protection Plan will address and provide detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration must be taken to protect and preserve such areas.

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- **Vegetative Debris** The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.
  1. Every effort will be made to move chips to organic fuels users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard in urban areas.
  2. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity to the Client.
- **C & D Debris** We know from past disaster debris experience that there is little or no salvage value from C&D and other non-vegetative materials. Most of this debris will have to be hauled directly from rights-of-ways and TDSRS/DMS to a properly permitted landfill(s).

CrowderGulf shall conduct all debris operations outlined in this proposal to meet the program standards provided for in the FEMA 325 Debris Management Guide. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations. SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES.

**Site Restoration**

Upon completion of debris reduction operations, all DMS will be restored to as good as or better than pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Soil and/or ground water will be tested for contaminants (if required). All storage areas and roads will be returned to pre-existing grade. All disturbed areas will be disc and seeded with appropriate grass species, cover, and water if necessary. A final site inspection will be conducted by the Client authorities and any discrepancies will be corrected.

**Plan 6 – Quality Control**

The purpose of this plan is to provide guidance to ensure a consistent quality of effort and that all work complies with requirements of the contract. The effort (work) must have production measurements that are related to concerns, i.e., the environment, safety, schedules, documentation and/or inspections. This Plan will provide the linkage for executives, managers and supervisors to accomplish the mission of CrowderGulf in an atmosphere of quality workmanship.

**Plan Management**

The Quality Control Manager (QCM) is the person responsible for updating and maintaining this plan. Input from other key personnel is essential and expected. The plan will be reviewed on an annual basis unless there is at least one utilization of the plan in a calendar year. The QCM will assure that the quality control program is in compliance with this plan. The following table presents an overview of the primary tasks of the QCM and the relationships to the field operations personnel.

**Table 3: Quality Control Plan Overview**

TASKS/FUNCTIONS	RESPONSIBLE PERSONNEL		TIME FRAME
	WHEN	BY WHOM	HOW
Safety Plans enforced	Ongoing	SM, FPM, FS	Daily Report
Onsite inspection of debris removal	Ongoing	FPM, FS, SM	Daily Report
Meeting to address performance issues	Daily	SM, FPM, QCM	Daily Report
Regular performance & progress inspections	Daily	SM, FPM, QCM	Daily Report
Contractor performance evaluation	Weekly	FPM, QCM	Verbal
Corrective action for deficiencies	Weekly	FPM, FS	Weekly Report
Personal property damage report	Daily	FPM, FS	Daily Report
Evaluation of personal property damage settlement	As Needed	FPM, FS, QCM	Report & Release Form
Reduction Site Inspection	Daily	DRM	Daily Report
Reduction Site Inspection	Weekly	QCM	Weekly Report
Corrective action for deficiencies	Weekly	DRM, QCM	Weekly Report

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TASKS/FUNCTIONS	RESPONSIBLE PERSONNEL		TIME FRAME
Reduction Site Adjustments	As Needed	DRM	Daily Report
Monitor for adequate personnel & equipment	Daily	DRM,	Daily Report
<b>Legend:</b> FPM - Field Project Manager      DRM - Debris Reduction Manager FS - Field Supervisor                      QCM -Quality Control Manager                      SM-Safety Manager			

In the event any of these inspections or monitoring actions detects a work quality issue, it will be documented and raised with the Subcontracting Crew Coordinator and Crew Foreman. Work quality issue resolution will follow the basic chain of command unless the severity or magnitude compels the QCM to escalate the issues directly to the Director of Operations (DO) or designee.

If the work quality issue encompasses a safety concern, the QCM is authorized to shut down the operation and immediately request the DO for guidance and direction for resolving problem.

**Knowledge and Training**

CrowderGulf's QCM will conduct briefings/de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel who will in turn instruct the operating personnel. To the greatest extent possible, CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employee, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training or should be utilized in other operations.

**"Clean As You Go" Approach**

This concept is the centerpiece of our Quality Control Plan. **"Clean As You Go"** is a simple concept that is defined as doing the best job possible the first time so as to reduce the necessity to redo any work. This policy does not preclude contracted multiple passes. It simply implies that all the debris will be removed on every pass, regardless of the number of passes required by the City. This philosophy is especially important for debris work on emergencies or major disasters where restoration of critical public functions is the highest priority.

- CrowderGulf was the debris contractor that first coined the term **"CLEAN AS YOU GO"** over fourteen years ago. Recently, the term has been used by other contractors and by municipalities in their RFPs.
- All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy. If, after training and working under the concept of **"CLEAN AS YOU GO"** the work results do not reflect this company policy, CrowderGulf employees and subcontractors are subject to disciplinary action up to and including dismissal/termination.

**Environmental Protection**

CrowderGulf is committed to unequivocal protection of the environment at the work site and surrounding areas, by attention to organizational, operational and performance details that are the hallmarks of quality control. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e. incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

- **Inspections** To assure the quality and timeliness of work in accordance with contractual tasking, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.
- **Security** CrowderGulf will restrict general access to its DMS operations to essential personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to Sites relevant to their respective tasks. Public access in secure work areas will be controlled by enclosures, barriers, warning tape, signs and/or flagman.

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- **Maintenance** CrowderGulf has comprehensive inventory of shop manuals and follows manufacturer's maintenance recommendations on all of its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Equipment operators are responsible for daily, routine maintenance checks on fuel, lubricant, tire pressure and safety items. The QCM is required to review all equipment logs and to inspect selected machines on a random sample basis for assurance of maintenance compliance.
- **Environmental Permits and Requirements** One of the most important prerequisites to performing debris removal and disposal work is to obtain all applicable permits. CrowderGulf will ensure all applicable permits are obtained before work is started. Permit requirements may include but are not limited to the following:
  - Air Quality
  - Forestry
  - Storm Water
  - Reclamation of Surface Mining Sites
  - Ground and Surface Water
  - Local Health Department Permits

Section 10 and 404 Regulatory Permits of The National Environmental Policy Act (NEPA) provides a specific planning process that Federal agencies must follow before funding a project. Normally the removal of storm-generated debris from the public rights-of-way poses no negative environmental effects. Emergency work (debris removal and emergency protective measures) and any permanent work project that restores a damaged facility essential to pre-disaster design are excluded from NEPA review through a statutory exclusion identified in Section 316 of the Stafford Act. All other projects require NEPA review.

The requirements of other environmental laws, such as the Endangered Species Act (ESA) and the National Historic Preservation Act (NHPA), are independent of NEPA; they are usually addressed in the NEPA process. The Endangered Species Act (ESA) ensures that Federal agencies consider the effects that their actions may have on threatened and endangered species. The law also requires that Federal agencies coordinate with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service to prevent or modify those projects that will jeopardize the continued existence of any threatened or endangered species or that will result in the destruction or adverse modification of a designated critical habitat. CrowderGulf staff will always work to stay in compliance with all environmental laws and regulations.

## **Plan 7 – Subcontracting Policy**

This plan will guide all executives, managers and supervisors in the locating, tasking, utilizing and managing the subcontractors used by CrowderGulf on a debris operation by providing subcontracting guidance using the Subcontracting Policy, which is integrated into this plan.

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with 44 CFR 206.10. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors.

CrowderGulf has a number of qualified subcontractors who can provide their own competent management and inspection personnel with supervision from CrowderGulf's management team. We maintain a subcontractor database of over 1,500 pre-qualified subcontractors. The database allows us to identify companies by size, equipment and geographical location. Subcontractors may visit our website, [www.crowdergulf.com](http://www.crowdergulf.com), to register or fax information to the Disaster Assistance Office for review.

*CrowderGulf's subcontractor contract and a current qualified subcontractor list will be provided to the Client for pre-approval prior to the event.*

### **Subcontracting Policy**

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Provide satisfactory evidence of bonding and licensing that complies with contract requirements.
2. Subcontractor is required to enroll in the E-Verify program and provide acceptable evidence of enrollment.

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3. Provide assurances that no current owner or principal of the firm is or has ever been debarred by the state and/or federal government.
4. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
5. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
6. Begin work to be performed within two (2) full workdays after notification of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractors will pay for all materials, equipment and labor used in the performance of the subcontract(s).
7. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
8. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
9. To provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
10. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
11. Other stipulations may apply as may be required by unique local conditions.

### **Subcontracting Practices**

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept process and pay invoices of subcontractor weekly, in accord with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to the CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women-owned small business firms for contract work or services needed by the company.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

## **Plan 8 – Project Documentation and Reimbursement**

CrowderGulf's history of past performance and references provides unlimited support for our Clients' success in providing accurate and complete documentation to FEMA, FHWA, and any other involved agencies that provide reimbursement. The Client's success reflects CrowderGulf's success. Superior record keeping, using appropriate technology from the beginning to the end of the project, is critical for reimbursement success.

### **FEMA Documentation and Re-imbusement**

The majority of CrowderGulf's work (95%) in the past twenty years has been with municipalities that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. Our goal is to establish communication with the FEMA representative/s (through the Client) and maintain a positive working relationship with all FEMA representatives throughout the recovery effort. Because CrowderGulf has been one of the leading and most respected debris contractors for longer than any other company, many FEMA representatives are familiar with our company's work ethic and our ability to work as a team and complete every project to the satisfaction of the Client and FEMA.

As the field work is completed, the FEMA auditing will begin, which is often a more daunting task than the actual debris removal. CrowderGulf has successfully worked with many monitoring companies as well as directly with municipalities to ensure that all documentation is complete and correct. Throughout the invoicing and auditing process, we strive to be responsive to all FEMA and applicant/client requests. Because of our responsible record keeping, we are able to

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provide documentation and answer questions with a very quick turnaround. This becomes extremely important when the applicant/client is trying to get reimbursed by FEMA.

As an example of our competence, in June, 2010, the City of Fort Lauderdale requested assistance with a FEMA audit for work completed in 2004 and 2005, after Hurricanes Frances, Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the City, the City's monitoring company representative and with FEMA representatives, as well as spending more than 1000 hours of work time on the project researching and preparing documentation requests for FEMA. During this crueling audit process, our representative and the City personnel worked as an effective team to answer all questions that FEMA presented to the City. The disaster work being audited was done in 2004 and 2005. At that time neither the monitoring company nor CrowderGulf scanned the load tickets. For the purposes of this audit, CrowderGulf scanned the several thousand load tickets and all other documents requested by FEMA and the City. Using the City's GIS mapping program, City personnel worked with CrowderGulf to plot where the debris loads were picked up. CrowderGulf used this data to track and validate the debris removed from the City parks. All of our time and assistance was provided to the City at no cost. This is how we treat every client, we are committed to 'going to the mat' with you to make sure that our documentation is complete, accurate, and provided in whatever format FEMA requests.

#### **Documentation and Accounting Systems**

Financial accountability is maintained throughout the contract process using a system of checks and balances that are tied directly to the quantitative documentation originated in the field by the City's representatives and CrowderGulf personnel. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation/accounting systems. Due to technological advances, CrowderGulf is able to utilize an intense data collection and storage process with all projects. Regardless of the type of documentation system (electronic or paper ticketing) used by the City or the City's representative, CrowderGulf easily adapts our data capturing procedures to accommodate all FEMA and City requirements.

In an effort to minimize human errors our procedures include the following two phases:

#### **Phase One – Truck Certification and Accountability:**

- Measuring the interior dimensions of all debris hauling truck beds, to determine the measured cubic yard capacity.
- The Client representative, CrowderGulf and driver(s) will each retain a copy of the completed *Truck Certification Form*. The form may look different if electronic ticketing is used but will provide the same information.
- Truck information is entered into our database program.
- A Capacity Certification Log is printed after all of the truck data has been entered. The log is used in the field as a quality control tool.
- All tower inspectors are provided with a current *Capacity Certification Log* to ensure that the integrity of the documented physical structure of each truck has not been altered in any manner that would adjust the measured cubic yard capacity of the truck bed.

#### **Phase two – Debris Load Ticket Completion and Utilization**

- Completion of a five part *Debris Load Ticket*, in the paper ticketing process for each truckload of debris serves as a checks and balance tool for the debris documentation. Electronic ticketing systems typically print out copies of the recorded data on the same principle.
- City representative/s at the loading site(s) inspect each loaded truck, legibly and accurately record the required data on the ticket, and provide the trucker with all ticket copies to take to the staging/disposal site.
- When electronic ticketing is used, the load information is provided in a different form similar to a paper ticket and the information captured will be the equivalent of what is written on the paper ticket. The accuracy of truck information and the load location is increased with electronic ticketing because the GPS coordinates are recorded. With our GIS capability, we can plot on a map the location and ticket information of the loads removed, using both GPS coordinates and physical addresses, when and if needed for documentation purposes.
- City representative/s at the staging/disposal site(s) inspection tower takes the ticket from the driver and completes the quantitative data (CY) for the load of debris. If loads are being recorded in tons, the trucks will cross the weight scales entering and leaving the DMS. This allows the gross weight and the net weight of the truck to be recorded. The difference between the two weights will yield the TARE weight, which is the weight of the load of debris.

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- City representative retains the original paper ticket and provides a copy to the truck driver and to CrowderGulf representative in the tower.
- CrowderGulf representative collects our paper load ticket copies at the end of each day and takes them to the field office for quality control checks and scanning to main office. Field office personnel upload scanned tickets and documents to CrowderGulf's File Share site where they are downloaded by home office personnel and entered into our database.
- With electronic ticketing, real time data is available to CrowderGulf and the City on the web. The data is downloaded from the website directly into our database or an excel spreadsheet.

Accurate completion of these two phases of quantitative and descriptive debris data is imperative to the Client for cost reimbursement requests from the State and/or FEMA. When electronic ticketing is used, the above steps are slightly modified while still maintaining the quality of the information requirements.

CrowderGulf developed a Microsoft Access database specifically for capturing all FEMA required data on truck certifications and load tickets, and with the ability to provide various reports. One of the benefits of the software program is the flexibility it provides to adapt to various monitoring companies' accounting systems, including all electronic ticketing programs such as HaulPass or Storm Tracker. It also allows us to provide data and reports to clients who use less sophisticated programs. Daily and weekly reports are accessible to the Client through our website. Reports may be provided to the Client in Excel format, Access report format or PDF format. Microsoft Office Excel format allows for manipulation, which was beneficial for clients that did not use a monitoring company.

### **Citizen Complaints and Damage Resolution**

We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf responds quickly to all citizen damage claims and works diligently to resolve all claims to the satisfaction of the homeowner.

We employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills is employed to fill this position. This person is tasked with responding to and amicably resolving all incidents that may occur during the debris removal operation.

Citizens are provided an avenue to report damages to the City. It is best to have a designated citizens' hot line to report any damages. The City, the monitoring company, or CrowderGulf may provide the hot line. Regardless of the method the City chooses to use to provide the information to CrowderGulf, we are committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and the citizens.

As soon as our CrowderGulf's CRP receives a damage report, with the City's approval, the following procedures are implemented:

1. Homeowner is contacted immediately by CRP to inspect the damage.
2. CRP will inspect damage and discuss resolution options with the homeowner.
3. A resolution agreement will be determined between the homeowner and our CRP.
4. The CRP will document all contacts with the homeowner and the resolution decision reached.
5. Property will be repaired or damages will be paid, depending on reasonable method homeowner chooses.
6. CRP will conduct a follow-up visit to ensure that the homeowner is satisfied with the resolution.
7. The CRP will have the homeowner sign a damage claim release that indicates that problem has been successfully resolved and no further action will be taken or required.
8. CRP will provide regular updates on status of all damage claims and resolutions to CrowderGulf's Project Manager and Documentation Manager.
9. All damage claims documentation is kept on file for a minimum of three years. Documentation is available to the City at any time.
10. CrowderGulf maintains a database with information and documentation for each claim, including pictures and releases.

**We do not leave the City until all damage claims are resolved to their satisfaction and that of their citizens.**



## 5) RESOURCES AND AVAILABILITY

### Equipment Capabilities

We currently maintain a large inventory of company-owned equipment. A percentage of this inventory is debris specific and is immediately available for response to a disaster. Company-owned equipment will be dispatched to the disaster area immediately upon receipt of a Notice to Proceed. The following is a partial list of company-owned equipment available for use in any debris operation:

• 16 yard – 24 yard Dump Trucks	40
• 30 yard – 50 yard Dump Trucks	35
• Rubber Tire Loaders (equipped with debris handling grapples)	16
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	10
• Self Loading Knuckle Boom Trucks; 30 – 100 cubic yards	35
• Pick-Up Trucks (equipped with portable phones for Foremen)	10
• Service Trucks	8
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6

We have active accounts with all major national equipment rental companies to supplement our equipment needs as necessary (i.e. Caterpillar, John Deere, United Rental, Sunbelt, etc.).

### Subcontractor Equipment

The table below provides the number of subcontractors and their equipment listed in our database, in relation to the City Fort Lauderdale:

**Table 4: Subcontractor Equipment**

	Broward County	FL Region VII	State	U.S.
<b>Number of Registered Subcontractors</b>	50	112	525	1618
Dump Trucks (16-65)	498	797	1807	6625
Pick up w/ dump trucks	45	116	442	1174
Knuckle-boom trucks	14	65	182	925
Wheel Loader 50hp – 150hp	96	179	568	1541
5 ton Pickup truck	127	200	533	1777
Hydraulic Excavator 50hp-150hp	59	117	461	1661
Trailer Mounted floodlight	25	42	91	413
Low-bed Trailer w/ tractor	18	46	193	608
Water Truck	15	28	103	281
Air Curtain Burner	0	6	31	108
Backhoe w/ loader 15	34	56	108	565
Dozer, 2-3 yd blade/root rake blade D7	32	49	150	1018
Grader, Motor, 12 ft blade 130-140hp	9	16	68	236
Chipper	27	44	93	287
Tub Grinder 300-400 hp & 800-1000 hp	14	47	94	279
Self loading truck	39	66	488	1479
Skid steer 40 hp – 80 hp	90	155	453	1589

All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the Client. No subcontractor will be allowed to solicit work from private citizens while assigned to the contract. No equipment assigned to this contract will be used for any other contract work while assigned to the Client contract.

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After every major disaster since 2003, CrowderGulf has had multiple pre-event contracts activated during the same time frame. Our references from past performance substantiate our ability to successfully manage and complete all disaster projects, regardless of the number or the location. Below is a list of pre-event contracts where CrowderGulf has been named as the prime contractor.

**Table 5: Current Pre-event Contracts**

PRIMARY CONTRACTS	ST	Population	PRIMARY CONTRACTS	ST	Population
Mobile	AL	195,111	Port Wentworth	GA	5,329
Orange Beach	AL	3,784	Owensboro	KY	57,265
Atmore	AL	7,427	Pascagoula	MS	23,452
Baldwin County	AL	182,265	Biloxi (2 Contracts)	MS	44,054
Castleberry	AL	590	Jacksonville	NC	70,145
Daphne	AL	19,542	Swansboro	NC	1,540
Dauphin Island	AL	1,371	Kitty Hawk	NC	3,000
Conecuh County	AL	13,228	Richlands	NC	928
St. Petersburg	FL	248,098	Duck	NC	520
Leon County	FL	275,487	Rose Hill	NC	1,626
Lee County	FL	590,594	Onslow County	NC	177,772
Polk County	FL	602,095	Duplin County	NC	53,988
Palm Bay	FL	109,190	Edgecombe County	NC	56,552
Tarpon Springs	FL	23,493	Bertie County	NC	21,282
Sarasota County	FL	379,448	Chowan County	NC	14,526
Stuart	FL	14,633	Dare County	NC	33,920
Hardee County	FL	27,731	Jasper County	SC	20,678
Miami Springs	FL	12,631	Hilton Head Island	SC	37,099
North Miami Beach	FL	38,201	Berkeley County	SC	N/A
North Port	FL	55,759	Callawassie Island	SC	29,252
Fort Walton Beach	FL	19,992	Dorchester County	SC	136,555
Bay County	FL	168,852	Jones Creek, Village of	TX	2,020
Aventura	FL	29,475	Liverpool	TX	429
Bonita Springs	FL	42,268	Manvel	TX	7,160
Cocoa Beach	FL	11,920	Montgomery County	TX	455,746
DeSoto County	FL	34,862	Nueces County	TX	340,223
Edgewood	FL	1,901	Friendswood	TX	35,805
Fort Myers Beach	FL	6,561	Galveston County	TX	291,309
Lauderdale-By-The-Sea	FL	6,056	Jasper County	TX	35,604
Fort Lauderdale	FL	164,578	Newton County	TX	14,445
Fort Myers	FL	65,394	Chambers County	TX	28,771
Jupiter	FL	50,606	Alvin	TX	24,236
Wilton Manors	FL	11,632	Bayou Vista	TX	1,665
Wakulla County	FL	22,863	Clute	TX	11,211
Sunrise	FL	84,439	Deer Park	TX	32,010
Sanibel	FL	6,066	Brazoria County	TX	313,166
			Newport News	VA	180,719

**Financial Stability and Capability**

Financial strength is one of the most important aspects for the City, to consider when selecting a debris contractor. After a major disaster, the financial burden for the City could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed regardless of any delay in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors. As a result, we have developed an extensive cadre of experienced and well-equipped debris subcontractors in the United States.

# CrowderGulf

Disaster Recovery & Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

Office: (800) 992-6207  
Fax: (251) 459-7433

February 6, 2012

The City of Fort Lauderdale – City Hall  
100 North Andrews Avenue  
3<sup>rd</sup> Floor Training Room  
Fort Lauderdale, FL 33301

**Re: Financial Statements**

Dear Sir or Madam:

Please accept this letter as my statement that no material changes to the financial condition of Crowder Gulf, LLC or its parent company Gulf Equipment Corporation have occurred since the year end December 31, 2010.

CrowderGulf Joint Venture, LLP is an Alabama limited liability partnership owned 80% by Gulf Equipment Corporation (an Alabama S corporation) and 10% each by two individuals who also own Gulf Equipment Corporation. On, January 1, 2012, CrowderGulf Joint Venture, LLP changed its corporate structure to become CrowderGulf, LLC, an Alabama limited liability company. The ownership did not change.

The company has sufficient financial assets to undertake any project for the City of Fort Lauderdale including a currently available line of credit with Regions Bank of Mobile, Alabama in the amount of \$25,000,000. There is no balance on the line currently.

I hereby certify no events of default have occurred or are continuing under the terms of our debt agreement.

Upon your request, included is the Balance Sheet and Statement of Income. All audited financial statements are available if needed.

Please contact me if you have additional questions.

Sincerely,

By 

J. Anthony Dees CPA, CFO  
GULF EQUIPMENT CORPORATION  
CROWDER GULF JOINT VENTURE

JAD/mk

Company Confidential  
CROWDER-GULF JOINT VENTURE, LLP

BALANCE SHEETS

DECEMBER 31, 2010 AND 2009

ASSETS	2010	2009
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 41,007,360	\$ 22,372,885
Contract receivables - net	112,647	3,775,148
Prepaid insurance and deposits	41,120,007	1,917
Total current assets	<u>82,129,994</u>	<u>26,149,950</u>
<b>EQUIPMENT</b>		
Construction equipment	3,715,627	714,479
Less: accumulated depreciation	(1,042,705)	(208,113)
Equipment - net	<u>2,672,922</u>	<u>506,366</u>
<b>OTHER ASSET</b>		
Non-current contract receivable - net	9,597,794	27,792,855
<b>TOTAL ASSETS</b>	<u>\$ 94,400,710</u>	<u>\$ 54,449,171</u>

LIABILITIES AND PARTNERS' CAPITAL

<b>CURRENT LIABILITIES</b>		
Line of credit	\$ 1,996,228	\$ -
Accounts payable	2,680,048	1,860,469
Accrued and withheld expenses	328,515	17,308
Retainage payable, current	<u>1,056,976</u>	<u>2,404,633</u>
Total current liabilities	6,071,767	4,282,410
<b>NON-CURRENT LIABILITY</b>		
Retainage payable, non-current	543,910	2,663,445
<b>PARTNERS' CAPITAL</b>		
	46,775,046	47,503,316
<b>TOTAL LIABILITIES AND PARTNERS' CAPITAL</b>	<u>\$ 53,390,723</u>	<u>\$ 54,449,171</u>

See accountants' audit report for accompanying notes

Company Confidential  
CROWDER-GULF JOINT VENTURE, LLP

STATEMENTS OF INCOME AND PARTNERS' CAPITAL

DECEMBER 31, 2010 AND 2009

	2010	2009
<b>CONTRACTING INCOME - NET</b>	\$ 71,086,739	\$ 86,423,659
<b>DIRECT COSTS</b>	<u>50,098,906</u>	<u>64,892,049</u>
<b>GROSS PROFIT</b>	<u>20,987,833</u>	<u>21,531,610</u>
<b>OPERATING EXPENSES</b>		
Advertising	213,648	236,093
Insurance, health and life	69,955	67,096
Interest	11,324	376,739
Miscellaneous other operating	656,849	66,308
Office expense	277,287	441,821
Office repairs and maintenance	18,893	7,267
Salaries and wages	1,319,332	1,519,156
Taxes and licenses	163,489	74,377
Telephone	82,323	83,738
Travel, conference and seminar	78,033	15,267
Utilities	10,768	11,275
Total operating expenses	<u>2,901,901</u>	<u>2,889,137</u>
<b>INCOME FROM OPERATIONS</b>	18,085,932	18,632,473
<b>OTHER INCOME (EXPENSE)</b>	<u>210,530</u>	<u>(315,555)</u>
<b>NET INCOME</b>	18,296,462	18,316,918
<b>PARTNERS' CAPITAL BEGINNING OF YEAR</b>	47,503,316	41,857,009
<b>PARTNERS' DISTRIBUTIONS</b>	<u>(19,024,732)</u>	<u>(12,670,611)</u>
<b>PARTNERS' CAPITAL END OF YEAR</b>	<u>\$ 46,775,046</u>	<u>\$ 47,503,316</u>

See accountants' audit report for accompanying notes

CONFIDENTIAL

# CrowderGulf

RFP No. 625-10842 - Debris Removal and Disposal Services  
City of Fort Lauderdale, FL

## 6) Past Performance (Company Confidential & Proprietary Information)

### Reference Chart

References for all CrowderGulf's previous jobs are available and we urge you to contact any of them for confirmation that we are the most reliable, efficient debris management company that values our reputation of integrity with all of our clients.

CONTRACT & TIMELINE	PROJECT OWNER	DESCRIPTION OF WORK AS PRIME CONTRACTOR	PROJECT VALUE	PROJECT CY Haul-in ONLY	CONTRACTING POINT OF CONTACT
<b>2011</b> Hurricane Irene Recovery FEMA-4024-DR-VA 9/1/2011-10/19/2011 (33 days worked)	City of Newport News, VA  Population: 180,749	<ul style="list-style-type: none"> <li>▪ Managed, hauled, reduced &amp; disposed of ROW vegetative debris</li> <li>▪ Reduced vegetative debris by grinding</li> <li>▪ Operated &amp; managed temp debris sites</li> <li>▪ Hauled and disposed C&amp;D debris</li> <li>▪ Leanners/Hangers removal</li> <li>▪ Hazardous Slump removal</li> <li>▪ Cut, load and haul hazardous trees and limbs from Parks</li> </ul>	\$1,065,377	85,638	<ul style="list-style-type: none"> <li>▪ Tim Shockley, Solid Waste Administrator (PW) 513 Oyster Point Rd., Newport News, VA 23602 757-269-2852 <a href="mailto:tshockley@nngov.com">tshockley@nngov.com</a></li> <li>▪ Ralph Caldwell, Assistant Public Works Director 513 Oyster Point Rd., Newport News, VA 23602 269-2702 <a href="mailto:rcaldwell@nngov.com">rcaldwell@nngov.com</a></li> </ul>
<b>2008</b> Hurricane Ike Recovery FEMA-1791-DR-TX 9/18/2008-9/12/2009	Galveston County, TX (Galveston County Mainland & Bolivar Peninsula)  Population: 291,301	<ul style="list-style-type: none"> <li>▪ Managed, hauled, reduced &amp; disposed of debris from ROW, ROE &amp; canals</li> <li>▪ Operated &amp; managed DMSS for reduction by grinding &amp; burning</li> <li>▪ Removed &amp; disposed of leaning/hanging trees from ROW &amp; ROE as well as dead trees killed by the salt water surge</li> <li>▪ Removed, transported &amp; disposed of white goods, e-goods and abandoned vehicles &amp; tires</li> <li>▪ Removed debris from 25 miles of protection levee &amp; 5 miles from ship channel protection dike</li> </ul>	\$84,145,785	3,018,028	<ul style="list-style-type: none"> <li>▪ Connie Nicholson, Grants Coordinator 755 Moody, Suite 317, Galveston, TX 77550 409-682-3139 <a href="mailto:connie.nicholson@co.galveston.tx.us">connie.nicholson@co.galveston.tx.us</a></li> <li>▪ Pat Doyle, County Commissioner 1353 FM 646, Ste 201, Dickinson, TX 77539 409-770-5333, 409-770-5336</li> <li>▪ Lee Crowder, Manager Road &amp; Bridge Dept. 5115 Hwy 3, Dickinson, TX 77539 409-682-3690</li> </ul>
<b>2005</b> Hurricane Wilma Recovery FEMA-1609-DR-FL 10/25/2005-6/4/2006	Lee County, FL  Population: 590,594	<ul style="list-style-type: none"> <li>▪ Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>▪ Operated &amp; managed temp disposal sites</li> </ul>	\$8,386,000	447,628	<ul style="list-style-type: none"> <li>▪ John Wilson, Emergency Management Director 14752 Six Mile Cypress Parkway Fort Myers, FL 33912 239-533-3911 <a href="mailto:WILSONJD@leegov.com">WILSONJD@leegov.com</a></li> <li>▪ Lindsey Sampson, Solid Waste Director 10550 Buckingham Rd, Ft. Myers, FL 33905 239-338-3302 <a href="mailto:sampsoll@leegov.com">sampsoll@leegov.com</a></li> </ul>
<b>2005</b> Hurricane Wilma Recovery FEMA-1609-DR-FL 10/27/2005-1/20/2006 Hurricane Katrina Recovery FEMA-1602-DR-FL 8/29/2005-9/16/2005	City of Pembroke Pines, FL  Population: 154,750	<ul style="list-style-type: none"> <li>▪ Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>▪ Operated &amp; managed temp disposal sites</li> </ul>	Wilma: \$11,752,000  Katrina: \$730,000	Wilma: 703,337  Katrina: 55,292	<ul style="list-style-type: none"> <li>▪ Shawn Denton, Director of Public Services 10100 Pines Blvd, 4th Floor Pembroke Pines, FL 33025 954-437-1111 <a href="mailto:sdenton@ppines.com">sdenton@ppines.com</a></li> </ul>

**CrowderGulf**  
**RFP No. 625-10842 - Debris Removal and Disposal Services**  
**City of Fort Lauderdale, FL**

**Past Performance Projects in the State of Florida**

The chart below contains contracted work accomplished by CrowderGulf in the State of Florida since 2005. We were also working in other states simultaneously. Complete lists of all jobs are available upon request.

CONTRACT & TIMELINE	PROJECT OWNER	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY Haul-In ONLY	CONTRACTING POINT OF CONTACT
2011 FGUA Pasco (Seven Springs) Utility System Drainage Ditch Clearing 11/21/2011-1/4/2012	FGUA Pasco (Seven Springs) Utility System, FL	<ul style="list-style-type: none"> <li>Provided all material, equipment and labor to remove trees and all debris from specified drainage ditch</li> </ul>	\$32,059	Lump Sum	<ul style="list-style-type: none"> <li>Christopher J. Couch, FGUA Project Coordinator Government Services Group, Inc. 280 Wekiva Springs Rd, Suite 200, Longwood, FL 32779 877-552-3482 CCouch@govnserv.com</li> <li>Jerry Connolly, Operations Manager Government Services Group, Inc. 280 Wekiva Springs Rd, Suite 200, Longwood, FL 32779 Ph: 877-552-3482</li> </ul>
2010-2008 Maintenance Contract Bid No. 08-046 - Misc. Stormwater Drainage Maintenance 6/6/2007-6/6/2010	Pasco County, FL Population: 484,697	<ul style="list-style-type: none"> <li>Provided management, materials, equipment &amp; crews for clearing, maintaining &amp; restoring miscellaneous storm water drainage canals Countywide</li> <li>Prevented trees and limbs from intruding in ROW</li> </ul>	\$3,450,866	Hourly	<ul style="list-style-type: none"> <li>Michelle Baker, Engineering Services 14236 6<sup>th</sup> St, Ste 201, Dade City, FL 33523 727-847-8140 ext. 8756 mbaker@pasccountyfl.net</li> </ul>
2008 Tropical Storm Fay Recovery FEMA-1785-DR-FL 9/1/2008-9/16/2008	Brevard County, FL Population: 543,376	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> </ul>	\$282,810	13,797	<ul style="list-style-type: none"> <li>Leslie Rothering, Purchasing Manager 321-617-7390 leslie.rothering@brevardClient.us</li> <li>"Eliu" Euripides Rodriguez, Solid Waste Director 2725 Judge Fran Jamieson Way Building A, Suite 118, Viera, Florida 32940 321-633-2042 Euripides.Rodriguez@brevardcounty.us</li> </ul>
2007 Beach Cleanup Red Drift Algae 2/9/2007-2/18/2007	City of Sanibel Island, FL Population: 6,066	<ul style="list-style-type: none"> <li>Provided management, materials, equipment &amp; crews for hand raking &amp; removal of red drift algae from beach</li> </ul>	\$65,716	Hourly	<ul style="list-style-type: none"> <li>Gates Castle, Public Works Director 800 Dunlop Rd, Sanibel, FL 33957 239-472-6397 gates.castle@mysanibel.com</li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/28/2005-12/1/2005	City of Sanibel Island, FL Population: 6,066	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Operated &amp; managed temp disposal sites</li> </ul>	\$546,000	46,937	<ul style="list-style-type: none"> <li>Gates Castle, Public Works Director 800 Dunlop Rd, Sanibel, FL 33957 239-472-6397 gates.castle@mysanibel.com</li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/25/2005-6/4/2006	Lee County, FL Population: 590,594	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Operated &amp; managed temp disposal sites</li> </ul>	\$8,386,000	447,628	<ul style="list-style-type: none"> <li>John Wilson, Emergency Management Director 14752 Six Mile Cypress Parkway Fort Myers, FL 33912 239-533-3911 WILSONJD@leegov.com</li> <li>Lindsey Sampson, Solid Waste Director 10550 Buckingham Rd, Ft. Myers, FL 33905 239-338-3302 sampsoll@leegov.com</li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/22/2005-9/10/2006	Collier County, FL Population: 321,520	<ul style="list-style-type: none"> <li>Pre-Event Contract Activated 10/22/2005-11/22/2005</li> <li>Provided generators, vac trucks with operators, &amp; fuel services Phase I &gt; 3/20/2006-7/2/2006, Phase II &gt; 8/13/2006-9/10/2006</li> <li>Removed, transported &amp; disposed of wet debris from 40+ miles of canals</li> </ul>	\$2,508,500	Lump Sum	<ul style="list-style-type: none"> <li>Ms. Margaret Bishop, PE, Senior Project Manager 3301 East Tamiami Trail, Naples, FL 34112 239-213-6897 margaretBishop@colliergov.net</li> <li>George Yilmaz, Director of Wastewater 6027 Shirley St., Naples, FL 34109 239-594-1731 GeorgeYilmaz@colliergov.net</li> </ul>

**CrowderGulf**  
**RFP No. 625-10842 - Debris Removal and Disposal Services**  
**City of Fort Lauderdale, FL**

CONTRACT & TIMELINE	PROJECT OWNER	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY Haul-in ONLY	CONTRACTING POINT OF CONTACT
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/28/2005-12/13/2005	City of Ft. Myers, FL Population: 65,394	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Operated &amp; managed temp disposal sites</li> </ul>	\$794,838	22,289	<ul style="list-style-type: none"> <li>William Mitchell, City Manager 2600 Dr. Martin Luther King Jr. Blvd Ft. Myers, FL 33916 239-321-7022 <a href="mailto:CityManager@cityftmyers.com">CityManager@cityftmyers.com</a></li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/28/2005-2/3/2006 Hurricane Katrina Recovery FEMA-1602-DR-FL 9/9/2005-9/12/2005/2005	City of North Miami, FL Population: 56,185	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Operated &amp; managed temp disposal sites</li> </ul>	<p>Wilma: \$3,700,000</p> <p>Katrina: \$130,000</p>	<p>Wilma: 155,487</p> <p>Katrina: 11,441</p>	<ul style="list-style-type: none"> <li>Mark E. Collins, Public Works Director 776 NE 125<sup>th</sup> St, 3<sup>rd</sup> Floor North Miami, FL 33161 786-258-3277, 786-258-3277 - Cell <a href="mailto:mecollins@northmiamifl.gov">mecollins@northmiamifl.gov</a></li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/27/2005-1/11/2006	City of West Palm Beach, FL Population: 99,919	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Removed, transported &amp; disposed of dangerous stumps</li> <li>Operated &amp; managed temp disposal sites</li> </ul>	\$3,333,174	359,489	<ul style="list-style-type: none"> <li>Ken Reardon, Assistant City Administrator 561-644-7483, <a href="mailto:kreardon@wpb.org">kreardon@wpb.org</a></li> <li>John Alford, Public Utilities Dept. Director 1045 Charlotte Ave, West Palm Beach, FL 33401, 561-822-2060 <a href="mailto:jalford@wpb.org">jalford@wpb.org</a></li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/27/2005-1/20/2006 Hurricane Katrina Recovery FEMA-1602-DR-FL 8/29/2005-9/16/2005	City of Pembroke Pines, FL Population: 154,750	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Operated &amp; managed temp disposal sites</li> </ul>	<p>Wilma: \$11,752,000</p> <p>Katrina: \$730,000</p>	<p>Wilma: 703,337</p> <p>Katrina: 55,292</p>	<ul style="list-style-type: none"> <li>Shawn Denton, Director of Public Services 10100 Pines Blvd, 4<sup>th</sup> Floor Pembroke Pines, FL 33025 954-437-1111 <a href="mailto:sdenton@ppines.com">sdenton@ppines.com</a></li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/29/2005-12/9/2005 Hurricane Katrina Recovery FEMA-1602-DR-FL 8/29/2005-9/8/2005	City of Wilton Manors, FL Population: 11,632	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Operated &amp; managed temp disposal sites</li> </ul>	<p>Wilma: \$1,706,597</p> <p>Katrina: \$210,000</p>	<p>Wilma: 69,865</p> <p>Katrina: 10,760</p>	<ul style="list-style-type: none"> <li>David Archacki, Emergency Management Coordinator 524 Northeast 21<sup>st</sup> Court Wilton Manors, FL 33305 954-390-2190 <a href="mailto:darchacki@wiltonmanors.com">darchacki@wiltonmanors.com</a></li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/27/2005-3/8/2006 Hurricane Rita Recovery 9/20/2005-10/6/2005 Hurricane Katrina Recovery FEMA-1602-DR-FL 8/27/2005-10/21/2005	City of Ft Lauderdale, FL Population: 165,521	<ul style="list-style-type: none"> <li>Provided management, equipment &amp; crews for Push &amp; various projects</li> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Removed, transported &amp; disposed of leaning/hanging trees, dangerous stumps</li> <li>Operated &amp; managed temp disposal chipping site</li> <li>Cleaned beaches and power screened sand</li> <li>Remove debris from Parks</li> </ul>	<p>Wilma: \$28,000,000</p> <p>Rita: \$205,010</p> <p>Katrina: \$5,470,530</p>	<p>Wilma: 627,735</p> <p>Rita: 1,083</p> <p>Katrina: 80,627</p>	<ul style="list-style-type: none"> <li>Albert Carbon, Public Works Director 954-828-5341 <a href="mailto:A.Carbon@fortlauderdale.gov">A.Carbon@fortlauderdale.gov</a></li> <li>Greg Slagle, Public Works Department 100 N. Andrews Ave, Ft. Lauderdale, FL 33301 <a href="mailto:GSlagle@fortlauderdale.gov">GSlagle@fortlauderdale.gov</a></li> </ul>
2005 Hurricane Wilma Recovery FEMA-1609-DR-FL 10/26/2005-1/19/2006	Village of Wellington, FL Population: 55,584	<ul style="list-style-type: none"> <li>Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>Operated &amp; managed temp disposal chipping site</li> </ul>	\$5,818,000	279,310	<ul style="list-style-type: none"> <li>Tim Hunt 561-798-6378 <a href="mailto:tim-hunt@jun.com">tim-hunt@jun.com</a></li> <li>Jesse Wright, Solid Waste Services Supervisor 14000 Greenbriar Blvd, Wellington, FL 33414 561-791-4078 <a href="mailto:jwright@wellingtonfl.gov">jwright@wellingtonfl.gov</a></li> </ul>

**CrowderGulf**

**RFP No. 625-10842 - Debris Removal and Disposal Services  
City of Fort Lauderdale, FL**

CONTRACT & TIMELINE	PROJECT OWNER	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY Haut-in ONLY	CONTRACTING POINT OF CONTACT
<b>2005</b> Hurricane Wilma Recovery FEMA-1609-DR-FL 10/27/2005-1/20/2006 Hurricane Katrina Recovery FEMA-1602-DR-FL 8/31/2005-9/23/2005	City of Pompano Beach, FL Population: 99,845	<ul style="list-style-type: none"> <li>▪ Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>▪ Operated &amp; managed temp disposal sites</li> </ul>	Wilma: \$8,138,864 Katrina: \$140,795	Wilma: 411,784 Katrina: 15,611	<ul style="list-style-type: none"> <li>▪ Russell Ketchum, Public Works 1190 NE 3rd Ave, Bldg B Pompano Beach, FL 33060 954-545-7011 <a href="mailto:Russell.Ketchum@copbfl.com">Russell.Ketchum@copbfl.com</a></li> </ul>
<b>2005</b> Hurricane Katrina Recovery FEMA-1602-DR-FL 9/8/2005-9/17/2005 Hurricane Dennis Recovery FEMA-1595-DR-FL 7/15/2005-9/15/2005	Walton County, FL Population: 40,601	<ul style="list-style-type: none"> <li>▪ Provided management, equipment &amp; crews for Push &amp; various projects</li> <li>▪ Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>▪ Operated &amp; managed temp disposal chipping site</li> </ul>	Katrina: \$77,190 Dennis: \$1,473,283	Katrina: 2,794 Dennis: 53,330	<ul style="list-style-type: none"> <li>▪ Bill Imfeld, Director of Purchasing 176 Montgomery Circle DeFuniak Springs, FL 32435 850-892-8470 <a href="mailto:imbill@co.walton.fl.us">imbill@co.walton.fl.us</a></li> </ul>
<b>2005</b> Hurricane Dennis Recovery FEMA-1595-DR-FL 7/14/2005-11/9/2007	Escambia County, FL Population: 297,619	<ul style="list-style-type: none"> <li>▪ Provided management, equipment &amp; crews for Push &amp; various projects</li> <li>▪ Managed, hauled, reduced &amp; disposed of ROW vegetative &amp; C&amp;D debris</li> <li>▪ Provided management, equipment &amp; crews for Demolition</li> </ul>	\$6,413,449	423,066	<ul style="list-style-type: none"> <li>▪ Richard Noyes, Chief of Operations, Parks &amp; Recreation Department 1651 East Nine Mile Rd, Pensacola, FL 32514 850-475-5220</li> <li>▪ Paul R. Nobles, Purchasing Supervisor 213 Palafox Place, 2nd Floor Pensacola, FL 32502 850-595-4918 <a href="mailto:paul_nobles@co.escambia.fl.us">paul_nobles@co.escambia.fl.us</a></li> </ul>

**Litigation Statement**

CrowderGulf strives to maintain the utmost integrity and reputation in this industry. We have been very successful over the many years we have been in business. As stated on the most current Dunn & Bradstreet Report for CrowderGulf, it identifies the total number of suits, liens, judgments and bankruptcy proceedings as zero. Due to our diligent efforts, we have been involved in very few litigation cases and none that have exceeded \$100,000.

**FEMA Disputes**

**CrowderGulf has never been asked to repay funds nor have we been made aware of any client adversely affected by denial or de-obligated funds that were directly tied to or resulted from the performance of CrowderGulf's debris management services.** We have on several occasions, provided technical research and documentation support to our clients in order to help them satisfy inquiries/audits performed by FEMA. During 2010-2011, our staff provided support services to the City of Fort Lauderdale during a FEMA audit of the 2005 hurricane work. CrowderGulf remains dedicated to serving the City with integrity and commitment through any inquiry and provide all required documentation and support needed.

**REQUEST FOR PROPOSAL (RFP) No. 625-10842  
DISASTER AND DEBRIS MANAGEMENT SERVICES**

**PART VII - PRICE PROPOSAL**

Contractor must quote firm, fixed, rates for all services identified in this request for proposal. These firm fixed rates include any costs for travel to the City. No other costs will be accepted as part of these rates.

**TOTAL EXTENDED PRICE (for items 1,2,4,5,6,7,16,17 and 20)**

\$ 5,228,000.00  
**SEE NOTE**

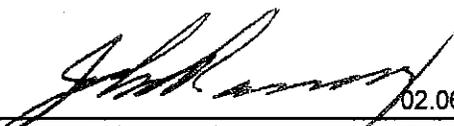
**NOTE: PLEASE ENTER THE TOTAL EXTENDED PRICE FROM EXHIBIT A-2**

Five Million Two Hundred Twenty Eight Thousand Dollars

(Total Extended Price Written)

PROPOSER'S COMPANY NAME: CrowderGulf Joint Venture, Inc.

AUTHORIZED PERSON: John Ramsay, President  
(Print Name)

  
(Signature)

02.06.12  
(Date)

**REQUEST FOR PROPOSAL (RFP) No. 625-10842  
DISASTER AND DEBRIS MANAGEMENT SERVICES**

CrowderGuif 2012 Pricing

**EXHIBIT A-1**

**PRICE PROPOSAL FORM**

**CITY OF FORT LAUDERDALE - RFP FOR DISASTER AND DEBRIS MANAGEMENT**

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the Item Number. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the City without markup by the Contractor. Prices must be provided for all categories below or Proposer's response may be deemed non-responsive.

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
1	<b>Vegetative Debris Removal</b> Vegetative Debris removal from public rights-of-way and hauling to TDSR Site or other designated location (Notes 1,2)	CY	\$ 7.70
		Ton	\$ 77.00
2	<b>Mixed Debris Removal</b> Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location (Notes 1,2)	CY	\$ 7.70
		Ton	\$ 77.00
3	<b>Debris Removal from Drop-Off Sites</b> Debris removal from Drop-Off Sites and hauling to TDSR Site or other designated location (Notes 1,2)	CY	\$ 8.20
		Ton	\$ 82.00
4	<b>Vegetative Debris Grinding</b> Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	\$ 2.70
		Ton	\$ 28.00
5	<b>Mixed Debris Processing</b> Separation of Mixed Debris into Construction and Demolition Debris, White Goods, Household Hazardous Waste, Vegetative Debris, E-Waste, etc. at TDSR Site or other designated location	CY	\$ 2.80
		Ton	\$ 30.00
6	<b>Haul-out of Reduced Vegetative Debris</b> Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site (Notes 3,4,5)	CY	\$ 4.00
		Ton	\$ 22.00
7	<b>Haul-out of Separated C&amp;D Debris</b> Hauling Construction & Demolition Debris from TDSR Site or other designated location to final disposal site (Notes 3,4,5)	CY	\$ 4.50
		Ton	\$ 24.00
8	<b>Haul-out of White Goods (Including Freon Removal)</b> Removal of Freon from white goods; hauling of White Goods from TDSR Site to recycler (hauling of White Goods to TDSR or other designated location is included in the Mixed Debris removal price) (Note 5)	Unit	\$ 70.00
9	<b>Haul-out of E-Waste</b> Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the City in writing (hauling of E-Waste to TDSR or other designated location is included in the Mixed Debris removal price) (Note 5)	CY	\$ 22.00
10	<b>Hazardous Stump Removal</b> Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling (Note 6)		

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10A	Diameter of stump 25-36 inches (2 feet from ground)	CY	\$ 25.00
10B	Diameter of stump 37-48 inches (2 feet from ground)	CY	\$ 20.00
10C	Diameter of stump >48 inches (2 feet from ground)	CY	\$ 20.00
10D	Backfill delivered and placed	CY	\$ 25.00
11-12	<b>Removal of Partially Uprooted or Split Trees (Leaners)</b> Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
11	<b>Partially Uprooted Leaner</b> - Price includes excavating root ball and placing it in right-of-way and backfilling		
11A	Diameter of tree 24.99 inches or less (2 feet from ground)	Tree	\$ 175.00
11B	Diameter of tree 25-36.99 inches (2 feet from ground)	Tree	\$ 225.00
11C	Diameter of tree >36.99 inches (2 feet from ground)	Tree	\$ 400.00
11D	Backfill delivered and placed	CY	\$ 25.00
12	<b>Split Leaner</b> (no exposed root ball) - Price includes flush cutting the tree trunk		
12A	Diameter of tree 24.99 inches or less (2 feet from ground)	Tree	\$ 150.00
12B	Diameter of tree 25-36.99 inches (2 feet from ground)	Tree	\$ 200.00
12C	Diameter of tree >36.99 inches (2 feet from ground)	Tree	\$ 375.00
13	<b>Removal of Dangerous Hanging Limbs (2" or more in diameter)</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of way and placing the debris in the right-of-way for removal		
13A	1-5 limbs	Tree	\$ 120.00
13B	5-10 limbs	Tree	\$ 160.00
13C	All limbs from tree	Tree	180.00
14	<b>Management and Haul-out of Household Hazardous Waste</b> Proper management, storage and disposal of Household Hazardous Wastes	LB	\$ 8.00
15	<b>Dead Animal Removal</b> Dead animal collection, transport and disposal	LB	\$ 0.50
16	<b>Sand Screening</b> Debris-laden sand removed, collected, hauled to a designated site, screened, and returned to the beach or other designated location. Debris to be hauled to a TDSR Site or other designated location	CY	\$ 10.40
17	<b>Provide Specified Annual Services (reference Part IV, 4.7)</b> Such services include preparing and presenting plan of operations at annual meeting, local advertising, site visits to TDSR Sites, phone consultations, and providing reference information	Annual Lump Sum	\$ 0.00
18	<b>Provide Ice</b> To be delivered in trailer load quantities	LB	\$ 0.26
19	<b>Provide Bottled Water</b> To be delivered in trailer load quantities of 16 ounce bottles on pallets	Case	\$ 10.50
20	<b>Cost of Payment and Performance Bond (reference Part III, 16)</b>	Lump Sum	\$ 0.00

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**Notes:**

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add \$ .555 /mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add \$ .555 /mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the City at cost. Contractor will likewise reimburse City for any revenue received for salvaged or recycled materials.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 15, 2007, or any subsequent edition.

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**EXHIBIT A-2**

**PRICE PROPOSAL FORM**

**CITY OF FORT LAUDERDALE - RFP FOR DISASTER AND DEBRIS MANAGEMENT**

For evaluation purposes, the following line items from Exhibit A-1 will be used to compare the proposed prices from each qualified proposer. Proposer shall complete below form with the prices, as listed on Exhibit A-1, enter the Total Extended Price from below in Part VII – Price Proposal and submit signed copy with proposal.

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Vegetative Debris Removal	300,000	CY	\$ 7.70	\$ 2,310,000.00
2	Mixed Debris Removal	100,000	CY	\$ 7.70	\$ 770,000.00
4	Vegetative Debris Grinding	300,000	CY	\$ 2.70	\$ 810,000.00
5	Mixed Debris Processing	100,000	CY	\$ 2.80	\$ 280,000.00
6	Haul-out of Reduced Vegetative Debris	100,000	CY	\$ 4.00	\$ 400,000.00
7	Haul-out of Separated C&D Debris	100,000	CY	\$ 4.50	\$ 450,000.00
16	Sand Screening	20,000	CY	\$ 10.40	\$ 208,000.00
17	Provide Specified Annual Services	Annual Lump Sum			\$ 0.00
20	Payment and Performance Bond	Lump Sum			\$ 0.00

**TOTAL EXTENDED PRICE FOR ITEMS 1, 2, 3, 4, 5, 6, 7, 16, 17 and 20 .....\$ 5,228,000.00**

Quantities shown when multiplied by unit prices and totaled are for price proposal evaluation purposes only and do not represent actual or anticipated volume of contract work)

Five Million Two Hundred Twenty Eight Thousand Dollars

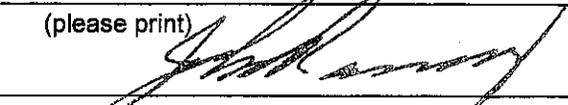
(Total Extended Price - Written)

COMPANY NAME:

CrowderGulf Joint Venture, Inc.

(please print)

PROPOSERS SIGNATURE:

  
John Ramsay, President

DATE:

2.6.12

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**EXHIBIT A-3  
PRICE PROPOSAL FORM**

**CITY OF FORT LAUDERDALE - RFP FOR DISASTER AND DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the City using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

LABOR CATEGORY	HOURLY LABOR RATE
Operations Manager	\$ 60.00
Superintendent with truck, phone and radio	\$ 54.00
Foreman with truck, phone and radio	\$ 48.00
Safety/Quality Control Inspector with vehicle, phone and radio	\$ 50.00
Inspector with vehicle, phone and radio	\$ 32.00
Climber with gear	\$ 90.00
Saw hand with chainsaw	\$ 32.00
Laborers and Flagmen	\$ 28.00
Timekeeper	\$ 35.00
HazMat Professional	\$ 180.00
Household HazMat Inspection and Removal Crew	\$ 110.00
Public Assistance Manager	\$ 130.00
Documentation Clerk	\$ 50.00
Community Assistance/Hot Line Operators	\$ 35.00
	\$
	\$

Use additional sheets if necessary.

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**EXHIBIT A-4**

**PRICE PROPOSAL FORM**

**CITY OF FORT LAUDERDALE - RFP FOR DISASTER AND DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. Proposer shall invoice the City using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

EQUIPMENT TYPE	HOURLY EQUIPMENT RATE
See Attached Equipment Rates	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Use additional sheets if necessary.



**EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$110.00
JD 644 Wheel-Loader with debris grapple	Hour	\$120.00
Extendaboom Forklift with debris grapple	Hour	\$95.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$60.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$50.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$60.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$45.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$90.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$110.00
JD 648E Log Skidder, or equivalent	Hour	\$100.00
CAT D4 Dozer	Hour	\$70.00
CAT D6 Dozer	Hour	\$125.00
CAT D8 Dozer	Hour	\$170.00
CAT125 - 140 HP Motor Grader	Hour	\$95.00
JD 690 Trackhoe with debris grapple	Hour	\$120.00
JD 690 Trackhoe with bucket & thumb	Hour	\$105.00
Rubber Tired Trackhoe with debris grapple	Hour	\$120.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$65.00
Rubber Tired Excavator with debris grapple	Hour	\$120.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$110.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$195.00
Hand Fed Debris Chipper	Hour	\$35.00
300 - 400 Tub Grinder	Hour	\$350.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$500.00
30 Ton Crane	Hour	\$150.00
50 Ton Crane	Hour	\$170.00
100 Ton Crane (8 hour minimum)	Hour	\$250.00
40 - 60' Bucket Truck	Hour	\$125.00
Service Truck	Hour	\$60.00
Water Truck	Hour	\$70.00
Portable Light Plant	Hour	\$19.00
Equipment Transports	Hour	\$90.00
Pickup Truck, unmanned	Hour	\$14.00
Self-loading Dump Truck with knuckleboom and debris grapple	Hour	\$132.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$45.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$63.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$72.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$90.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$110.00
Power Screen	Hour	\$160.00
Stacking Conveyor	Hour	\$35.00
Off Road Trucks	Hour	\$150.00
8000 gallon Fuel Tanker	Hour	\$70.00

**Note: All above prices include operator, fuel and maintenance**



