

# Solicitation 625-10843

## Disaster and Debris Monitoring Services



**City of Fort Lauderdale**

## Bid 625-10843

### Disaster and Debris Monitoring Services

Bid Number           **625-10843**  
 Bid Title              **Disaster and Debris Monitoring 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 1, 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.**

#### Changes made on Jan 18, 2012 2:36:03 PM EST

New Documents       **10843 Pre-Bid Sign-in Sheet.pdf**

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

[Disaster and Debris Monitoring Services](#)

#### Changes made on Jan 30, 2012 1:16:10 PM EST

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

[Disaster and Debris Monitoring Services](#)

#### Description

The City is seeking a highly experienced and highly qualified Disaster and Debris Monitoring Consultant. The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

The successful firm must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other governmental agency with jurisdiction over response and recovery actions.

Added on Jan 18, 2012:

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

Added on Jan 30, 2012:

1. Correct PART VIII - PROPOSAL SECTIONS, paragraph 2, third bullet to read,  
 "• Proposer should provide a notarized letter from a bank verifying an available line of credit in the amount of five million

dollars (\$5,000,000)."

2. All other terms, conditions and specifications remain unchanged.

**Changes made on Jan 18, 2012 2:36:03 PM EST**

**Changes made on Jan 30, 2012 1:16:10 PM EST**

**REQUEST FOR PROPOSAL (RFP) No. 625-10843  
DISASTER AND DEBRIS MONITORING 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 Consultant, to provide Disaster and Debris Monitoring 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](mailto: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.

**REQUEST FOR PROPOSAL (RFP) No. 625-10843  
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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, are normally and are routinely engaged in performing such services and meet the requirements of this RFP. 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 and Debris Management 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.

In addition, the Proposer must document that:

- Proposer has at least five (5) years of experience in providing disaster debris monitoring services, and
- Proposer has provided services as a primary disaster debris monitoring consultant similar to those required in this RFP to at least one (1) jurisdiction of at least 150,000 people.
- Proposer should provide a notarized letter from a bank verifying an available line of credit in the amount of five million dollars (\$5,000,000) with their proposal.
- Proposer should provide a notarized letter from a surety, not a broker, verifying a bonding capacity of one million dollars (\$1,000,000) with their proposal.

**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.

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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.

**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 Consultant. 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

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services from another vendor at the City's sole option.

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

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the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

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

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions 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

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**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 Contractors' subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, 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

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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:

- 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.

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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 & 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. PURPOSE**

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 Monitoring Consultant to protect the health, safety, and welfare of our community should disaster strike.**

The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

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

**2. DEFINITIONS**

**Aerial Photographs** means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Broward County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

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

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

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**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 Consultant regarding services provided pursuant to this RFP and contract.

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

**Debris Management Contractor (DMC)** means the firm under contract with the City to provide Disaster Debris Management services and its subcontractors.

**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 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.

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**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.

**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.

**Local Employee** means any Consultant employee residing within Broward County.

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

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

**NRCS** means Natural Resources Conservation Service

**OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

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

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

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

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

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

**REQUEST FOR PROPOSAL (RFP) No. 625-10843  
DISASTER AND DEBRIS MONITORING SERVICES****3. PROJECT MANAGEMENT AND PROCESS OVERSIGHT**

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

- 3.1 Consultant shall appoint a Project Manager, fluent in English, who will be the City's primary point-of-contact and will be responsible for all services and personnel that are provided by Consultant. The Project Managers shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan. It is recommended that personnel substitution commence at the annual meeting, which generally occurs in May.
- 3.2 The Project Manager and other key personnel shall report to the City's Emergency Operations Center (EOC) within eight (8) hours of notification by the City. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The 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.
- 3.3 The Project Manager shall assist the City in developing a Debris Management Action Plan for the specific occurrence. Consultant may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDMSs, estimating debris quantities, and developing disaster plans for debris clearance following a disaster event.
- 3.4 The Project Manager shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the City with Consultant, DMC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort
- 3.5 Consultant shall provide trained personnel to observe, direct and document the activities of the DMC. Consultant shall be responsible for scheduling work for all its personnel on a daily basis. Consultant shall assist the City in coordinating work assignments for the DMC.
- 3.6 Consultant shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
- 3.7 The expectation is that the consultant shall be operational at the completion of the first push (first 70 hours). DMC and City employees will report to the Field Operations Center to obtain work orders and field monitors from the Consultant before work is commenced. Consultant shall also prepare project worksheets, right-of-entry forms, and any other required forms for the work group.
- 3.8 Consultant shall track and coordinate with City personnel to respond to problems in the field and to citizen's complaints, including commercial or residential property damage claims as a result of debris removal.
- 3.9 Consultant shall attend one (1) meeting annually, generally held in May, at no expense to the City, for pre-event planning.
- 3.10 Consultant shall prepare FEMA worksheets and review such worksheets with City staff.
- 3.11 Consultant shall provide the following annual services for the annual payment as bid by Consultant and contained herein:
  - Consultant shall attend and participate in an annual meeting with the City, with is usually held in May.

## **REQUEST FOR PROPOSAL (RFP) No. 625-10843 DISASTER AND DEBRIS MONITORING SERVICES**

- Consultant shall prepare and present a written plan of operations, including a clear description of the percentage of work Consultant may subcontract out and a list of subcontractors, at an annual meeting with the City.
- Consultant shall annually review and visit, with City staff, the TDMSs to be used during the coming year.
- Consultant shall provide phone consultations and reference information to City staff upon request.

### **4. DOCUMENTATION AND REIMBURSEMENT**

- 4.1. Consultant shall provide load tickets to track and document the removal and management of all Eligible Debris. Consultant shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Consultant shall retain original completed tickets on behalf of the City, which shall be turned over to the City, daily. Copies of completed load tickets shall also be retained by Consultant, vehicle driver, subcontractor, and DMC. Additionally, load tickets shall be scanned into a master electronic file with a summary spreadsheet identifying each truck and ticket.
- 4.2. Consultant shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a presidential declared disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and-material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.
- 4.3. Consultant shall assist the City in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.
- 4.4. Consultant shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.
- 4.5. Consultant shall retain all documentation for at least six (6) years following a disaster or emergency event.

### **5. FIELD COLLECTION MONITORING**

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

- 5.1. Consultant shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
- 5.2. Consultant shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Consultant shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, GPS devices, and other equipment as deemed necessary and/or appropriate.
- 5.3. Consultant will have Field Monitors stationed at designated Choke Points. Consultant will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the areas designated by the City and to verify the proper loading

## **REQUEST FOR PROPOSAL (RFP) No. 625-10843 DISASTER AND DEBRIS MONITORING SERVICES**

and compaction of debris into debris recovery equipment. Photographs of debris shall be taken as directed by the City to verify the source and type of debris for reimbursement purposes. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.

- 5.4. If a Field Monitor finds that the DMC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor or Project Manager. All stop work orders must be documented and reported to the City's Contract Manager.
- 5.5. Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat, and any special circumstances regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document, in detail, removal of the Hazardous Stumps, leaners or hangers.
- 5.6. Field Monitors shall enforce the DMC's Clean As You Go Policy.

### **6. TDMS AND DROP-OFF SITE MONITORS**

- 6.1 Consultant shall provide Site Monitors for each TDMS. The five TDMS locations identified by the City for use in 2011-2012 are noted in Exhibit B. Consultant shall be prepared for the City to begin hauling debris to the TDMSs within twelve (12) hours after commencement of clean-up operations. TDMS Monitor responsibilities shall include, but not be limited to, the following:
  - Ensure all loads of debris brought to the site by the DMC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
  - Photograph loads of debris, as directed by the City, and record load information on the photograph.
  - Collect all load tickets and provide copies of them to the DMC's designated personnel.
  - Obtain and verify the DMC's fleet documentation. Consultant will obtain from the DMC such documentation, including the 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.
  - Certify all debris vehicles at the TDMSs beginning twenty-four (24) to forty-eight (48) hours after the storm passes. Consultant shall update the fleet documents as the DMC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Consultant shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
  - Verify that all DMC equipment has been completely emptied prior to leaving the TDMS.

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- Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.
- 6.2 Consultant shall provide or arrange for field operation trailers and generators at all TDMSs for use by its staff.
- 6.3 Consultant shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to, the following:
- Ensure that only City of Fort Lauderdale residents are using the site. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the City.
  - Record the address of the eligible site users and the type and quantity of debris they brought to the site.
  - Record and provide a copy of the completed load tickets to the DMC to remove the debris from the public Drop-Off Site.
  - Photograph debris, as directed by the City, to verify the source and type of debris.
  - Assist with communicating to residents proper handling and disposal practices and with distributing informational flyers, at the City's request.
- 6.4 Consultant shall be responsible for the following items at all TDMSs and Drop-Off Sites:
- Verify that all sites have access control and security.
  - Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
  - Assist with coordinating the logistics of the site to ensure efficient traffic flow.
  - Conduct periodic safety inspections to ensure the DMC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
  - Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
  - Report safety or other hazards to the City.

**7. OTHER RELATED SERVICES**

- 7.1 Upon request by the City's Contract Manager, Consultant shall provide Aerial Photographs of debris sites. Photographs shall be extremely sharp and clear containing reference boundaries for location identification. Consultant may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality, as determined by the City Manager, the City will not be obligated to pay for the flight and photographs. If Consultant and City agree, photos may be retaken at Consultant's expense. Photographs shall be delivered to the City within five (5) business days of order, weather permitting.
- 7.2 Consultant shall provide other related services as requested by the City. Such services may include, but would not be limited to, the following:

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- Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
- Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- Provide training to City staff as directed by the Contract Manager.
- Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.

**8. CONSULTANT PERSONNEL**

- 8.1. Consultant shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the City or the City's DMC.
- 8.2. Consultant shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.
- 8.3. Consultant and Project Manager shall have experience in the FHWA, FEMA, and other applicable Federal, State, and/or local programs to assist the City in its disaster response and recovery efforts. Proper documentation by Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency. If necessary, Consultant's personnel shall possess any certifications or licenses that are required by Federal, State or local law in order to perform such services.
- 8.4. At the annual meeting with the City, Consultant shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Consultant shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as, but not limited to, the Project Manager and Field Supervisors, must be approved by the City. The City retains the right to request personnel replacements.
- 8.5. Consultant's staffing plan shall include the positions listed below. Consultant may use other positions as necessary and as approved by the City. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form provided herein as Exhibit A.
  - Project Manager – Primary point-of-contact to the City and overall responsible for all Consultant services and personnel.
  - Field Supervisor – Responsible for a crew of Field Monitors.
  - Field Monitor – Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.
  - TDMS Monitor – Responsible for recording the volume of debris brought to a TDMS by the DMC.

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- Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.
  - Debris Site Security – Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
  - GIS Specialist – Responsible for coordinating GIS application with City GIS staff members.
  - Data Entry – Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.
- 8.6. Consultant's TDMS personnel must wear OSHA-required safety equipment whenever on a TDMS and must adhere to all DMC site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

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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>
Response times and operational plans for monitoring debris recovery	5
Procedures for documentation and verification functions	5
Organizational structure of firm; chain of command; subcontractor's plan	5
Onsite emergency response and communications	5
Quality control and customer service plans	5
<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

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submit any evidence of its qualifications as the City may deem necessary, and to consider any 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.

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**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 utilizes 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 VII - PRICE PROPOSAL**

Contractor must quote firm, fixed, rates for all services identified in Exhibit A-1 and A-2 of this RFP. These firm fixed rates exclude any costs for travel expenses to the City. No other costs will be accepted as part of these rates.

**TOTAL EXTENDED PRICE (for items listed in EXHIBIT A-1)**                      \$ \_\_\_\_\_  
**SEE NOTE**

**NOTE: PLEASE ENTER THE TOTAL EXTENDED PRICE FROM EXHIBIT A-1**

\_\_\_\_\_  
(Total Extended Price Written)

PROPOSER'S COMPANY NAME: \_\_\_\_\_

AUTHORIZED PERSON: \_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

**REQUEST FOR PROPOSAL (RFP) No. 625-10843  
DISASTER AND DEBRIS MONITORING SERVICES****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) Documentation of Eligibility
- 3) Qualifications and Experience
- 4) Approach
- 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. SUBMITTALS / DOCUMENTATION OF ELIGIBILITY**

Proposer should provide documentation that it meets the following eligibility requirements:

- At least five (5) years of experience in providing disaster debris monitoring services.
- Provided services as a primary disaster debris monitoring consultant similar to those required in this RFP to at least one (1) jurisdiction of at least 150,000 people.
- Proposer should provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$5,000,000).
- Proposer should provide a notarized letter from a surety, not a broker, verifying a bonding capacity of one million dollars (\$1,000,000).

**3. QUALIFICATIONS AND EXPERIENCE**

Proposer should provide a brief overview of the firm's history and experience in debris monitoring. At a minimum, the Proposer should include the following information:

- Proposer's background, including the number of years the firm has been involved with disaster debris monitoring; principals of the company; organization of the management team; and the firm's history and experience working with the proposed joint venture or major subcontractor(s).
- 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. For each individual, include a resume or summary of qualifications and experience that

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demonstrates the person's knowledge and understanding of the types of services to be performed.

- Demonstration of the firm's knowledge of Federal, State and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, FHWA, FDOT, FDEP, FFWC and other Federal, State and local regulatory agencies.
- Description of the Proposers experience and success in filing and receiving Federal (FEMA, FHWA, etc.) and State reimbursements for disaster recovery work.

### **4. APPROACH**

Proposer should describe its proposed plan for providing the services identified in this RFP. Proposer should highlight proven strategies and demonstrate its willingness to design the best response plan to meet the City of Fort Lauderdale's needs in the event of a disaster. This section should demonstrate the Proposers ability to manage tasks simultaneously and expeditiously and to resolve problems, as well as to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support. At a minimum, the Proposer should include the following:

- Response times and operational plans for monitoring debris recovery, TDMSs and public Drop-Off Sites to ensure FEMA guidelines are met and to provide adequate fraud protection for the City.
- Procedures for documentation and verification functions.
- An organizational chart noting supervisory and other key personnel, the team and project management structure, and the ratio of supervisors to field staff.

### **5. RESOURCES AND AVAILABILITY**

This section shall clearly define the availability of the Proposers managers and key personnel, as well as demonstrate the Proposers financial capability. At a minimum, the Proposer shall provide the following:

- Estimate of the Proposers current workload and future commitments to other disaster monitoring contracts both in man-hours per year and as a percentage of total workload for all key project personnel.
- List of all current contractual obligations within Florida for similar disaster monitoring services and Consultant's management and supervisory personnel assigned to or proposed for each contract. The Proposer should explain its plan for managing multiple contracts in the event of a regional or statewide disaster, and the company's ability to respond to the City with the full force of manpower committed in its proposal.
- Proposers 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:

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- Description, references and contact information for at least three (3) full-service Disaster Debris Monitoring 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.
- List of all government agencies in Florida for which it provided disaster debris monitoring services within the last five (5) years. Proposer should note whether it was part of a joint venture and if it was the primary or secondary consultant. 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 during each year; and a 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 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 Monitoring projects for which the Proposer served as the primary consultant during the last five (5) years.

**7. PRICE PROPOSAL**

Proposer must complete the Price Proposal Form provided herein as Exhibit A-1, adding any additional personnel positions that are anticipated on a separate sheet along with hourly rates. The hourly labor rates are to be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits. Costs for approved travel, per diem, or mileage expenses shall be in strict accordance with Section 112.061, Florida Statutes and the City's travel and subsistence policy and allowances, which are provided in Exhibit A-2. No travel expenses, mileage, per diem, meals, rental cars, and/or lodging shall be paid to Local Employees, except for mileage while conducting field work (i.e., mileage to and from work site is not reimbursable).

**8. ATTACHMENTS**

Proposer may include relevant supplemental information referenced in its proposal.

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**EXHIBIT A-1  
PRICE PROPOSAL FORM**

Proposer shall provide hourly rates for the following key personnel, aerial photographs and annual services. These rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). Proposer should add in **EXHIBIT A-2** other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal.

<b>POSITION</b>	<b>HOURS*</b>	<b>HOURLY RATE</b>	<b>TOTAL PRICE</b>
Project Manager	360	\$	\$
Field Supervisor	360	\$	\$
Field Monitor	360	\$	\$
TDMS and Drop-Off Site Monitors	360	\$	\$
Debris Site Security	360	\$	\$
Data Manager	360	\$	\$
Data Support Personnel	360	\$	\$
GIS Specialist	360	\$	\$
<b>AERIAL PHOTOGRAPHS</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Aerial Photo Package (one flight and one photograph)	5	\$	\$
Photograph Copies (per duplication of original photo)	5	\$	\$
Additional Photographs (per photo, same flight, same location, different view)	5	\$	\$
Additional Location (one photo, same flight, different location)	5	\$	\$
<b>ANNUAL SERVICES</b> (reference Part IV, 3.11)	Annual Lump Sum		\$
Payment and Performance Bond (reference Part III, 16)	Lump Sum		\$

**TOTAL EXTENDED PRICE** \$ \_\_\_\_\_

(For above, listed positions, photographs and annual services. Enter here and in Part VII- Price Proposal) (Hours/quantities shown when multiplied by hourly/unit rate 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)

AUTHORIZED PERSON: \_\_\_\_\_  
(Print Name) (Signature) (Date)



**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.**

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**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 decent including Pakistani and East Indian.

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

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

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

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.11 SCRUTINIZED COMPANIES

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

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List 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”) ( or “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: (800) 992-6207 CELL 859-963-8672	RRamsay@CrowderGulf.com Jcampbell@CrowderGulf.com
DMC	Donald Kunish	Ceres Environmental	800-218-4424 813-277-8114	Gail.Hanscom@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 4357	randrews@fortlauderdale.gov
DM	Anne Cabrera	SAIC	954-559-4951	anne.e.cabrera@saic.com
DM	STEVEN J DAVIS	CES Consultants, Inc <sup>CBE, MBE, DBE</sup>	305-827-2220	sDavis@cesconsult.com
DMC	Shirley Perkins	AshBritt, Inc.	954-545-3535	aperkins@ashbritt.com
DM	Alex Ortiz	CES Consultants, Inc	305 827 2220	alex_ortiz@cesconsult.com

2 of 2

**PRE-PROPOSAL MEETING  
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NAME	COMPANY	PHONE	EMAIL
DM Rick Nunn	True North Emergency Mgmt	870-476-6866	RNUNN@TrueNorthEM.com
DM Corey Thomas	Thompson Consulting Services	407-792-0018	CTHOMAS@THOMPSONCS.NET
DM Lynne Storz Lainey Shortwell	O'Brien's Response Mgt	954.627.5281	lynne.storz@obriensrm.com
DMC For Mike Harwood	Phillips & Jordan, Inc.	828.479.3371	MHarwood@P&J.com
DMC Jim Kelley	DRC Emergency Services	407 754 8571	JKelley@DREUSK.com
DMC Rhyse Nance	AshBritt, Inc.	954545.3535	RHYSE@ASHBRITT.COM
DM SIMON GUTIERREZ	CSA CENTRAL INC	786 303 9530	sagutierrez@csagroup.com

DMC = Debris Management Contractor  
DM = Debris Monitor

## Question and Answers for Bid #625-10843 - Disaster and Debris Monitoring Services

### OVERALL BID QUESTIONS

#### Question 1

DO WE NEED TO SUBMIT THE BID ONLINE? (Submitted: Jan 9, 2012 10:33:33 AM EST)

#### Answer

- No. Refer to RFP PART VI - REQUIREMENTS OF THE PROPOSAL (Answered: Jan 9, 2012 10:49:52 AM EST)

#### Question 2

During our review of RFP No. 625-10843 for Disaster and Debris Monitoring Services we noted that Exhibit A-1 PRICE PROPOSAL FORM provides for equal weight to be applied to each position (360 hours). This scenario would be highly unlikely. Generally a debris removal monitoring operation is run with a single Project Manager and a Field Supervisor to Field Monitor ratio of 1:10. Does the City intend to alter or consider other weighting scenarios for cost comparison purposes? (Submitted: Jan 17, 2012 1:17:00 PM EST)

#### Answer

- No. The stated hours is not a scenario, it is for price proposal evaluation purposes.

EXHIBIT A-1 PRICE PROPOSAL FORM states:

(Hours/quantities shown when multiplied by hourly/unit rate and totaled are for price proposal evaluation purposes only and do not represent actual or anticipated volume of contract work) (Answered: Jan 17, 2012 1:42:50 PM EST)

#### Question 3

WHAT IS THE BUDGET OF THIS BID? (Submitted: Jan 26, 2012 12:17:20 PM EST)

#### Answer

- There is no budget. Costs for monitoring of disasters will be funded based on unit prices bid under this RFP multiplied by actual work per RFP requirements. (Answered: Jan 26, 2012 1:15:39 PM EST)

#### Question 4

CAN WE GET THE BID TABULATION FROM THE PREVIOUS BID? (Submitted: Jan 26, 2012 12:17:59 PM EST)

#### Answer

- The previous bid tab for ITB 673-9654 may be found on this City of Fort Lauderdale web site:

<http://www.fortlauderdale.gov/purchasing/bidresults.htm> (Answered: Jan 26, 2012 1:15:39 PM EST)

#### Question 5

In Part VIII Proposal Sections, item 5 Resources and Availability, the City requests the ¿proposers Balance Sheet and Statement of Profit and Loss for the preceding two (2) calendar or fiscal years.¿ Will the City accept this information under separate cover, marked confidential, and restrict distribution of such information outside of City personnel? (Submitted: Jan 27, 2012 1:36:35 PM EST)

#### Answer

- Yes, you may provide under separate cover but distribution is subject to the Florida Public Records Law. (Answered: Jan 27, 2012 2:48:36 PM EST)

#### Question 6

In Part VI Requirements of the request for proposal (RFP) specifies that the response to the RFP should be no more than 50 pages printed on both sides (25 sheets). Does this requirement include the cover, cover letter, table of contents, tab/section dividers, and information provided in Section 8 Attachments? Also the RFP indicates the information thought to be relevant, but not applicable to the enumerated categories should be provided as an appendix. Will information presented as an appendix be included in the 50 page (25 sheets) limit? (Submitted: Jan 27, 2012 1:38:59 PM EST)

#### Answer

- The City prefers that the 50 page limit (25 sheets of paper printed on both sides) includes all submitted documents. (Answered: Jan 27, 2012 2:48:36 PM EST)

#### Question 7

Page 23, Part VIII, Item 2 requests a bank letter of credit in the amount of "twenty-five million dollars (\$5,000,000)" Which figure is correct? (Submitted: Jan 30, 2012 12:44:56 PM EST)

#### Answer

- \$5,000,000 is correct (Answered: Jan 30, 2012 1:17:23 PM EST)

#### Question 8

IS THERE ANY BID BOND? (Submitted: Jan 31, 2012 11:13:28 AM EST)

#### Answer

- Yes, see RFP PART III - SPECIAL CONDITIONS, paragraph 15 (Answered: Jan 31, 2012 1:58:08 PM EST)

#### Question 9

How many drop off site monitors are expected? Is it necessary to include the resumes of all TDMS Monitors and Drop Off Site Monitors? (Submitted: Jan 31, 2012 12:30:57 PM EST)

#### Answer

- 1. Contractor is expected to supply sufficient labor to effectively perform monitoring activities that comply with FEMA requirements and in such a fashion as to contribute to the effective and efficient operation of the site.

2. Proposer may submit any information in addressing the requirements of the RFP if necessary to demonstrate qualifications. (Answered: Jan 31, 2012 3:48:06 PM EST)

**Question 10**

The City has requested two years of audited financial and profit/loss statements. Our statements are five pages for each year - ten pages. May we include them under the Attachments section and assume they will not be counted towards the 50 page preference, or should we submit them separately - not bound with the proposals but under separate cover - in order to more closely accommodate and approximate the City's page preference? (Submitted: Jan 31, 2012 1:14:45 PM EST)

**Answer**

- Yes, you may submit financial statements separately and marked as such. (Answered: Jan 31, 2012 1:58:08 PM EST)

**Question 11**

As consulting firm, we carry Liability Insurance, can the proof of Liability Insurance be submitted in lieu of the notarized letter from a surety, not a broker, verifying a bonding capacity of one million dollars (\$1,000,000)" (Submitted: Jan 31, 2012 2:17:12 PM EST)

**Answer**

- No. (Answered: Jan 31, 2012 2:37:33 PM EST)

**Question 12**

Which licenses is the consultant expected to submit? Professional licenses, firm licenses, Corporate Charter, etc.? (Submitted: Jan 31, 2012 2:19:00 PM EST)

**Answer**

- Any license(s) that may demonstrate qualifications to perform the required services in accordance with the RFP should be submitted. (Answered: Jan 31, 2012 2:37:33 PM EST)

**Question 13**

If the awarded Contractor and the City are unable to negotiate a mutually agreeable contract within 30 days upon the receipt of a notice of award specifically relating to the awarded Contractor's pre-identified contract exceptions included in the awarded Contractor's proposal, will the Bid Bond be returned under such circumstances? (Submitted: Feb 1, 2012 11:51:58 AM EST)

**Answer**

- Proposer exceptions to RFP requirements and contract provisions may result in the proposer's submittal being determined as non-responsive. A proposer's bid bond would be returned in that case. (Answered: Feb 1, 2012 12:32:36 PM EST)

**Question 14**

In Part VI Requirements of the proposal it indicates that the City 'prefers' all responses be no more than 50 pages printed on both sides (25 sheets of paper printed on both sides). Are the resumes, table of contents, financial statements, price proposal, and required forms excluded from the page count? (Submitted: Feb 1, 2012 11:57:48 AM EST)

**Answer**

- No except for financial statements which may be submitted separately. (Answered: Feb 1, 2012 12:32:36 PM EST)